



Rizzetta & Company

Paseo Community Development District

**Board of Supervisors' Meeting
January 24, 2024**

**District Office:
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
(239) 936-0913**

www.paseocdd.org

PASEO COMMUNITY DEVELOPMENT DISTRICT

Paseo Village Centre – Theatre, 11611 Paseo Grande Boulevard, Fort Myers, Florida 33912

Board of Supervisors	Steven Brown Sharon Schulman Dave Cabell Debra Johnson Ian Noy	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Counsel	Andrew Cohen	Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
District Engineer	Carl Barraco	Barraco and Associates, Inc.

All cellular phones must be placed on mute while in the meeting room.

The Public Comment portion of the agenda is where individuals may make comments on any matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time. **Please note that going forward all public comments on agenda and non-agenda items will be taken at the onset of the meeting. There will only be one public comment period. All those desiring to speak during public comment will need to sign the Speaker Sign In sheet.**

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

PASEO COMMUNITY DEVELOPMENT DISTRICT
District Office · Ft. Myers, Florida · (239) 936-0913
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.paseocdd.org

January 17, 2024

Board of Supervisors
**Paseo Community
Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Paseo Community Development District will be held on **Wednesday, January 24, 2024, at 10:00 a.m.** at the Paseo Village Center Theater, 11611 Paseo Grande Boulevard, Fort Myers, FL 33912. The following is the agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. DISTRICT ENGINEER STAFF REPORT**
- 4. BUSINESS ITEMS**
 - A. Discussion Regarding Management Company Review
 - B. Consideration of Resolution 2024-02, Redesignating Officers of the District Tab 1
 - C. Review of January 2024 Landscape Inspection Report..... Tab 2
 1. Consideration of Pinnacle Landscapes Proposals..... Tab 3
 - D. Consideration of Addendum No. 2 to Landscape Inspection Services Contract Tab 4
 - E. Consideration of Proposals for Mulch Application Tab 5
 1. Distribution Direct, Inc.
 2. Ramco Mulch Solutions
 3. Southeast Spreading Company, LLC
 - F. Discussion Regarding Root Barriers Along Multi-Use Path
 - G. Consideration of Johnson Engineering Proposal for 2023-2024 WUP Compliance Monitoring..... Tab 6
 - H. Consideration of Earth Tech Environmental Proposal for 2024 Vegetation Removal and Trimming Tab 7
 - I. Consideration of Honc Docks Proposal for Fishing Pier Repairs Tab 8
 - J. Consideration of Superior Waterway Proposals to Change Lights at Fountains 1A, 1B and 1C to LED Tab 9
 1. Clear LED Lights
 2. Color Changing, Programable LED Lights
 - K. Consideration of Proposals for Maintenance of Entry Water Feature Tab 10
 1. Green & Clean
 2. Pool Troopers
 3. Superior Waterway
 - L. Consideration of Weiser Security Rate Increase Request..... Tab 11
 - M. Consideration of Passarella & Associates Proposal for GIS Updates..... Tab 12

- 5. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on October 25, 2023 Tab 13
 - B. Ratification of the Operations and Maintenance Expenditures for the Months of September, October, November and December 2023 Tab 14
- 6. **STAFF REPORTS**
 - A. District Counsel
 - B. District Manager Tab 15
- 7. **SUPERVISOR REQUESTS**
- 8. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (239) 936-0913.

Sincerely,
Belinda Blandon
Belinda Blandon
District Manager

cc: Andrew Cohen: Persson, Cohen, Mooney, Fernandez & Jackson, P.A.

Tab 1

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PASEO COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Paseo Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Fort Myers, Lee County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to redesignate Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PASEO COMMUNITY DEVELOPMENT DISTRICT:

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Belinda Blandon is appointed Assistant Secretary.

Melissa Dobbins is appointed Assistant Secretary.

Matthew Huber is appointed Assistant Secretary.

Section 4. This Resolution supersedes any prior appointments made by the Board for Chairman and Vice-Chairman and Assistant Secretary; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer remain unaffected by this Resolutions.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 24TH DAY OF JANUARY 2024.

ATTEST:

**PASEO COMMUNITY
DEVELOPMENT DISTRICT**

SECRETARY / ASSISTANT SECRETARY

CHAIRMAN / VICE CHAIRMAN

Tab 2

PASEO

LANDSCAPE INSPECTION REPORT



January 8th, 2024
Rizzetta & Company
John Fowler– Landscape Specialist



Rizzetta & Company
Professionals in Community Management

Summary & Zone 1

General Updates, Recent & Upcoming Maintenance Events, Important Notices:

- ❑ Fungus in turf in a lot of areas on Paseo Dr.
- ❑ Scout and treat ant mounds throughout the district.

The following are action items for Pinnacle Landscapes to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Orange** indicates an issue to be handled by Staff and **bold, underlined black** indicates an update or question for the BOS.

Zone 1 Penzance, Guardhouse & Paseo Grande

Zone 2 Condos, west of Paseo Grande,

Zone 3 Condos, east of Paseo Grande

Zone 4 Rosalinda, Provencia, Mercado & Sarita (includes Bibiana to Emilia and Javiera to Nalda)

Zone 5 Paseo Drive (starting at Paseo Grande and including bridge)

Zone 6 Adelio, Dario & Adora

Zone 7 Esteban, (both sides) & Macario

Zone 8 Hidalgo, Falisto & Renata

1. Dead hanging frond in the Bismark Palm on the intersection of Palomino Ln and Penzance Blvd. at the East end of the property.
2. Repair some ruts in the turf on the East end of Penzance Blvd.
3. **Schedule a pruning event for the recently planted Pitch Apple on Penzance to hide the pipes. Maintain just under the current height. My understanding is Ameri-Scape is supposed to maintain these for a certain period.**
4. Treat ant mounds present in the beds on Penzance Blvd. from Palomino Ln. to Paseo Grande Blvd.
5. Remove dead fronds out of the Pygmy Date Palms on Penzance Blvd. ROW from Palomino Ln. to Paseo Grande Blvd.
6. Investigate a couple Red Sister Ti that are only one stalk with some leaves. Will cutting these back sprout more growth? This is on Penzance ROW between Palomino Ln. and Paseo Grande Blvd.
7. There are a couple Coconut palms with dead hanging fronds but overall, there aren't that many compared to past reports.
8. Dead frond in a Bottle Palm on Penzance Blvd. just West of Paseo Grande Blvd.
9. During this inspection, I am noting that a bed edge has been established and weeds treated on the Westend of Penzance Blvd.
10. Remove a couple dead hanging Coconut palm fronds on Penzance Blvd. West of Paseo Grande Blvd. .



Zone 1

11. There appears to be a small dead Ornamental tree across the street from 8390 Penzance Blvd. I suggest it be removed. (Pic. 11)



12. Asking Pinnacle if we could knock back some of the vegetation around the power poles in the ditch to give a more even appearance on Penzance Blvd. West of Paseo Grande Blvd. (Pic. 12)



13. Diagnose and treat the Zoysia on Herminia St. between Paseo Grande Blvd. on East and West side. It does not appear healthy. (Pic. 13>)
14. Treat broadleaf turf weeds between the road and paver sidewalk on Herminia St.
15. Treat ant mounds that are appearing in the turf on Paseo Grande Blvd. East ROW.

16. There are a couple Foxtail palms with dead bottom fronds that should be removed on Paseo Grande Blvd.
17. Some improvement in the turf in front of condo 11256 on Eastside of Paseo Grande Blvd. Still needs to fill in more.
18. Dead broken hanging tree branch along the lakes edge behind light pole #98 on Paseo Grande Blvd.
19. Scout and treat large ant mound in the roundabout bed on the East side of Paseo Grande Blvd.
20. Treat broadleaf turf weeds in the roundabout circle on East side of Paseo Grande Blvd.
21. Noted before of a turf issue that still remains on the Southside of Northeast gazebo. I am not marking in red because there is possible construction for repairs still present and may need some sod once the project is completed.

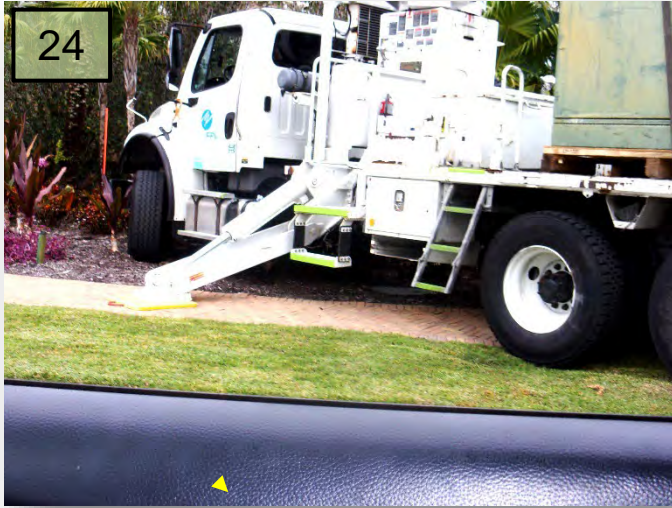
22. Diagnose and treat an area of declining turf at the Northeast Gazebo on Paseo Grande Blvd. Will need new sod to repair this area.

23. Turf next to the paver sidewalk at 6112 Paseo Grande Blvd. is in decline due to possible foot traffic. May need new sod here.



Zone 1

24. Noting there may be some turf and shrub damage to an electrical box installation in progress during this inspection. Its on the Northeast corner of Paseo Grande Blvd. and Paseo Dr. intersection. (Pic. 24)



25. Diagnose and treat a Ligustrum in front of the dumpster area that appears to be in decline.

26. Remove sucker growth off the base of the Ligustrum just West of the dumpster area on Paseo Grande Blvd.

27. Recently transplanted Pygmy Palms by the dumpster area are still struggling to establish. I realize we are currently on a wait and see if these will recover. (Pic. 27)



28. Remove a couple dead Foxtail palm fronds on the Westside of Paseo Grande Blvd.

29. Diagnose and treat a couple Maui Ixora that don't have many leaves on them on the West roundabout on Paseo Grande Blvd.

30. Two Foxtail Palm on the condo side of West Paseo Grande Blvd. across from light pole #82 and #84 appears to be chlorotic.

31. Treat sedge in turf at the Southwest gazebo on Paseo Grande Blvd.

32. Diagnose and treat the Gardenia Standards at the Southwest gazebo that are not thriving like the other ones.

33. Diagnose and treat an area that appears to have fungus on East Paseo Grande Blvd. across the street from light pole #57. (Pic. 33)



Zone 2

1. It appears that the Foxtail tree rings on Bibiana are not being edged on a consistent basis and are losing their shape.
2. Treat small areas of broadleaf turf weeds on Bibiana ROWs where present.
3. Cut bubbler at the base of a Foxtail Palm on Bibiana between light pole #114 and #115. (Pic. 3)



4. Noting new plantings were installed to extend further by light pole #131. New species were introduced so its slightly different from the other area.
5. Dead frond in Foxtail palm across the street from Rosalinda intersection with Bibiana.
6. Scout and treat ant mounds in Zone 2. Nothing out of control but I see a few beds.
7. Diagnose and treat declining turf on Bibiana Way across the street from light pole #155. This is slightly worse than last inspection.
8. Diagnose and treat a small area of declining turf on the corner of Esperanza St. and Rocio St.
9. Diagnose and treat the Foxtail palm on Rocio St. across the street from light pole #212. It appears chlorotic. Does this need another treatment because I see no improvement?

10. I realize the Ficus was cut back recently at the lift station on Emilia St. but part of it looks like possible decline. Please investigate and report findings. (Pic. 10)



11. Turf needs improvement on the condo side of Emilia St.
12. Foxtail Palms appear chlorotic on Adoncia way across the street from light pole #94 and across the street from Tulio Way.
13. Diagnose and treat palm between light pole #223 and the sidewalk that connects with Bibiana Way.
14. Diagnose and treat Crinum Lilies at mailbox kiosk on Adoncia. Remove any dead or diseased material. In my opinion, I feel Crinum Lilies are not aesthetically pleasing year-round and may want to consider replacing them at mailbox kiosks.
15. Bare turf area by light pole #187 on Tulio Way.
16. Chlorotic Foxtail Palm on Tulio Way at light pole #190.
17. Diagnose and treat Crinum Lilies at the mailbox kiosk on Tulio Way. Remove any dead or diseased material.
18. Noting the Foxtail Palm is still not responding on Herminia St. at light pole #196.



Zone 3

1. There are a couple Oak trees that need the canopy lifted just South of Izarra Way on Palba Way.
2. Diagnose and treat some declining turf at the mailbox kiosk on Palba Way.
3. Clean the Crinum Lilies at mailbox kiosk on Palba Way. Like Zone 2, in my opinion I would consider replacing them with a different species. (Pic. 3)



4. Noting a large area in need of turf on the Southend of Palba Way along the aluminum fence ROW between light pole #12 and #13. I believe we are waiting for more Oaks to be removed before this is resolved.
5. Remove a rock in the landscape bed on Izarra Way between light pole #14 and #15.
6. Diagnose and treat declining turf at the Izarra Way and Javiera Way intersection.
7. The palm looks chlorotic on Izarra Way across from light pole #289. Diagnose and treat accordingly. (Pic. #7>)
8. Scout and treat ant mounds throughout zone 3. One found at light pole #292.
9. Treat broadleaf turf weeds on Izarra Way by light pole #294.

10. Diagnose and treat Foxtail Palm on Nalda St. across the street from light pole #25. What is the latest status with this?

11. Treat broadleaf turf weeds across the street from light pole #249 on Nalda St. Also, is there a plan for the bare area here?
12. Mound of dirt that needs to be leveled out or removed that exposed a box in front of a fire hydrant at light pole #253. (Pic. 12)



13. Diagnose and treat turf across the street from light pole #58 on Nalda St.
14. Treat broadleaf turf weeds on the corner of Olivera and Nalda St. intersection.
15. Remove a few dead fronds on the Foxtail palms on Javiera Way ROWs.



Zone 4

1. Duranta 'Golden Dew Drop' not thriving at the roundabout on Sarita Ct. What can be done to improve these? (Pic. 1)



2. Turf at the Sarita Ct. roundabout is declining and needs improvement. Treat accordingly.
3. Remove Mexican Petunia growing within the Petit Ixora at the roundabout bed of Mercado Ct.
4. Pygmy Date palm still struggling at Provencia entrance. There was not a response on the last report on this item. Will it survive? What is the latest status on this?
5. Remove any dead Red Sister Ti stalks behind the monument of Provencia.
6. Clean dead fronds in the Paurotis Palms at Provencia roundabout bed.
7. Diagnose and treat the Pygmy Date palm in decline on the exit side of Rosalinda Ct.



Zone 5

1. On the exit side of Paseo Dr. at Paseo Grande Blvd. intersection, there is a Magnolia that is leaning. Could this be straightened, or does it need to be removed?
2. **Diagnose and treat a couple declining Copperleaf just before you cross the bridge on East and West ROW. These continue to struggle. May need a different species to consider for this area.**
3. Dead hanging Bismark Palm frond just before you cross the bridge on Paseo Dr. heading North.
4. There is a dead tree across the street from Adelio Ln. on the East ROW of Paseo Dr. Provide a proposal for removal.
5. Dead hanging Bismark Palm frond just before Adelio Ln.
6. Treat weeds under the Firebush across the street from Adelio Ln. on Paseo Dr.
7. Diagnose and treat turf on Paseo Dr. between Adelio Ln. and Dario Way that appears to have fungus. (Pic. 7)



10. Scout, diagnose, and treat several more areas on Paseo Dr. for possible fungus in the turf.
11. Scout and treat ant mounds in zone 5. There are several in the beds. One is at the base of light pole # 353.
12. Diagnose and treat Ornamental grasses just outside of Esteban Dr. North that are in decline.
13. Dead hanging palm frond across the street from Hildalgo Ct. or light pole #357.
14. Diagnose and treat Oleander across the street from Hildalgo Ct. It appears an insect is eating them. (Pic. 14)



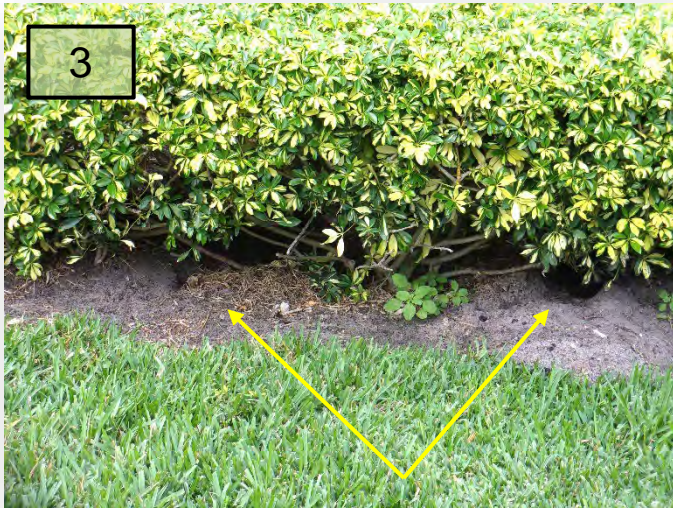
15. **There is one Pitch Apple near the newly planted ones that needs to be stood up and staked. It is currently alive but laying sideways.**

8. Remove tall weeds growing in the Bromeliads across the street from Dario Way.
9. Remove a couple dead hanging palm fronds across the street from Dario Way.



Zone 6

1. Clean out new growth at the base of the Paurotis Palms at Adelio Ln. roundabout.
2. Remove a couple dead shrubs on the exit side of Adelio Ln. and Paseo Dr. intersection. I do not think a replacement is necessary.
3. Fill in a couple holes under the Arboricola at Adora Ct. where an animal might be burrowing. (Pic. 3)



4. **Schedule a tip pruning for the Bougainvillea at Dario Way ROW.**
5. Treat weeds in the Bougainvillea bed at Dario Way.
6. **The turf at Dario Way roundabout is probably the worst area on CDD property. What can be done to improve this.**



Zone 7

1. Treat ant mounds on the exit side bed of Esteban Dr. North and Paseo Dr. intersection.
2. Clean the sheaths and fruiting structures on the Bismark palm at Macario Ct. roundabout.
3. Treat Dollarweed in turf and bed at Macario Ct.
4. Remove dead material in the Flax Lilies at the roundabout bed of Esteban Dr. South.



Zone 8

1. Treat ant mounds at the base of the new palm tree at Hildalgo Ct. roundabout. (Pic. 1)



2. Dead hanging frond in the Bismark palm at Falisto Pl. roundabout.
3. Remove dead flowering structures in the Bird of Paradise at Falisto Pl. roundabout.



Tab 3

Pinnacle Landscapes, Inc.

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

Estimate

Date	Estimate #
12/15/2023	4265

Name / Address
Paseo CDD c/o Rizzetta & Company 9530 Marketplace Road Suite 206 Fort Myers, FL 33912

Description	Qty	Cost	Total
Estimate for items on the November Landscape Report.			
Zone #2 - Item # 10 - Foxtail has lost its leader frond. This could be from the construction going on in the area on the condo buildings. It looks like the leader fronds got hit and cracked. Remove and dispose of Foxtail Palm		350.00	350.00
Zone #4 - item # 2 Remove and dispose of Duranta in the Sarita Cul-de-sac Install 3 gallon Copper Leaf	3	300.00 30.00	300.00 90.00
Come visit us at www.Pinnaclelandscapes.com !!	Total		\$740.00

Customer Signature _____

Pinnacle Landscapes, Inc.

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

Estimate

Date	Estimate #
12/15/2023	4267

Name / Address
Paseo CDD c/o Rizzetta & Company 9530 Marketplace Road Suite 206 Fort Myers, FL 33912

Description	Qty	Cost	Total
Along Paseo Drive just north of the bridge are areas that are in need of improvement.			
Across the street from light pole #318, there are missing gold mound shrubs. Install 3 gallon Gold Mound	12	30.00	360.00
Across the street from light pole #317 Remove and dispose of Flax Lilies Install 3 gallon Mammy Crotons	28	150.00 30.00	150.00 840.00
Between light poles #317 and #318 Install 25 gallon Jatropha tree	1	400.00	400.00
On the south side of the Esperanza bridge, there are plants that need replacing and other areas need to be filled in with new plants.			
Removal and disposal of plant material		150.00	150.00
West side of Paseo Drive: Install 3 gallon Copper Leaf	20	30.00	600.00
Install 3 gallon Arboricola Trinettes	23	30.00	690.00
Come visit us at www.Pinnaclelandscapes.com!!	Total		

Customer Signature

Pinnacle Landscapes, Inc.

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

Estimate

Date	Estimate #
12/15/2023	4267

Name / Address
Paseo CDD c/o Rizzetta & Company 9530 Marketplace Road Suite 206 Fort Myers, FL 33912

Description	Qty	Cost	Total
East side of Paseo Drive:			
Install 3 gallon Copper Leaf	9	30.00	270.00
Install 3 gallon Arboricola Trinettes	9	30.00	270.00
Come visit us at www.Pinnaclelandscapes.com!!	Total		\$3,730.00

Customer Signature _____

Pinnacle Landscapes, Inc.

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

Estimate

Date	Estimate #
12/15/2023	4268

Name / Address
Paseo CDD c/o Rizzetta & Company 9530 Marketplace Road Suite 206 Fort Myers, FL 33912

Description	Qty	Cost	Total
Estimate to remove Flax Lilies from the Cul-de-sacs, prep areas for sod and install sod.			
Removal and disposal of Flax Lilies and prep the areas for new sod		650.00	650.00
Paseo Drive - 100 square feet of sod Renata Court - 150 square feet of sod Hidalgo Court - 350 square feet of sod Esperanza Drive (E3) - 400 square feet of sod Macario Court - 200 square feet of sod Install 2.5 pallets of Floratam	2.5	690.00	1,725.00
Extra water set up and removal - 2 trips	2	55.00	110.00
Come visit us at www.Pinnaclelandscapes.com !!	Total		\$2,485.00

Customer Signature _____

Pinnacle Landscapes, Inc.

PO Box 100520

Cape Coral, FL 33910

Office@Pinnaclelandscapes.com

Estimate

Date	Estimate #
12/15/2023	4269

Name / Address
Paseo CDD c/o Rizzetta & Company 9530 Marketplace Road Suite 206 Fort Myers, FL 33912

Description	Qty	Cost	Total
Estimate to replace bad areas of sod in the CDD areas around the condos, along with replacing a Foxtail palm.			
Southeast corner of Javiera and Izarra			
Remove and dispose of sod		250.00	250.00
Install sod	0.5	690.00	345.00
Extra water set up and removal - Two Trips	2	55.00	110.00
8901 Liana Street			
Remove and dispose of sod		225.00	225.00
Install sod	0.75	690.00	517.50
Extra water set up and removal - Two Trips	2	55.00	110.00
Unit 5502 Paseo Grande Blvd.			
Remove and dispose of sod and Foxtail Palm		500.00	500.00
Install sod	0.75	690.00	517.50
Install 25 gallon Foxtail palm	1	375.00	375.00
Extra water set up and removal - Two Trips	2	55.00	110.00
Light pole #282 on Izarra Way			
Remove and dispose of sod		250.00	250.00
Install sod	0.75	690.00	517.50
Extra water set up and removal - Two Trips	2	55.00	110.00
Come visit us at www.Pinnaclelandscapes.com!!	Total		\$3,937.50

Customer Signature _____

Tab 4

**SECOND ADDENDUM TO THE CONTRACT
FOR
PROFESSIONAL LANDSCAPE INSPECTION SERVICES**

This Second Addendum to the Contract for Professional Landscape Inspection Services (this “**Addendum**”), is made and entered into as of the _____ day of _____, 20____ (the “**Effective Date**”), by and between **Paseo Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Lee County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and the Consultant entered into the contract for Professional Landscape Inspection Services dated November 6, 2018 (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit A** – Schedule of Fees of the Fees and Expenses section of the Contract as further described in this Addendum; and

WHEREAS, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **EXHIBIT A** – Schedule of Fees attached.

The amended **Exhibit A** – Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY:

PRINTED NAME:

William J. Rizzetta

TITLE:

President

DATE:

COMMUNITY:

PASEO COMMUNITY DEVELOPMENT DISTRICT

BY:

PRINTED NAME:

TITLE:

DATE:

EXHIBIT A

Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

MONTHLY

\$950

ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

Job Title:	Hourly Rate:
Principal	\$500.00
VP/CFO/COO	\$450.00
Director	\$250.00
Information Technology Manager	\$225.00
Regional District Manager	\$225.00
Financial Services Manager	\$225.00
Accounting Manager	\$225.00
Regional Licensed Community Association Manager	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Clubhouse Manager	\$175.00
Senior Helpdesk Support Engineer	\$175.00
Financial Analyst	\$150.00
Division Manager Landscape Inspection Services	\$150.00
Senior Accountant	\$150.00
Collections Manager	\$125.00
Landscape Specialist	\$125.00
Financial Associate	\$125.00
Community Association Coordinator	\$100.00
Staff Accountant	\$100.00
Information Technology	\$100.00
Accounting Clerk	\$85.00
Administrative Assistant	\$85.00

Tab 5

Distribution Direct, Inc.

2425 Lasso Lane
Lakeland, FL 33801
Phone: 863-666-1404
Fax: 863-667-1397

Kari L. Hardwick
Paseo Community Development District
9530 Marketplace Road, Suite 206
Fort Myers, FL 33912

Nov. 14, 2023

Install Location

Paseo CDD
11980 Paseo Grande Blvd.
Ft. Myers, FL 33912

1,651 cubic yards chocolate mulch

Chocolate Mulch	\$24,883.00
Labor	\$37,031.93
Freight, Fuel & Forklift	\$10,293.60
Split Load Fee	\$0.00
Total w/o sales tax	\$72,208.53
Sales Tax 6.5%	\$1,617.40
Total	\$73,825.93

Thank you for your business!

Respectfully,
Chris Peterson
Distribution Direct, Inc.
407-625-9066

Approved by _____
Name _____

*Invoice payment is due within 15 days. Please be advised that we will charge 5% interest per month on late Invoices.



Proposal For

Paseo CDD
 Paseo CDD

Location

11980 Paseo Grande Blvd
 Fort Myers, FL 33912

Paseo CDD 2024

Terms
 Due On Receipt

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Cubic Yard - Installed Coco Mulch Installed on CDD Owned Areas	345 CY	\$ 48.00	\$ 16,560.00
Freight Charge Fuel Surcharge	4	\$ 300.00	\$ 1,200.00

Client Notes

50% deposit required.
 50% due upon completion

Map supplied/ did request a highlighted map to show specially the CDD owned areas to be installed.

*All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.
 Prices subject to change without notice
 All proposals are only good for 30days*

SUBTOTAL	\$ 17,760.00
SALES TAX	\$ 0.00
TOTAL	\$ 17,760.00

Signature

x

Date:

Please sign here to accept the terms and conditions

Southeast Spreading Company, LLC	
6089 Janes Lane Naples FL 34109	
Phone #	Fax #
239-332-2595	239-332-2852



Estimate	
Date	Estimate #
11/27/2023	23202
Please provide sales tax exemption certificate upon acceptance of estimate. (if applicable)	

Customer/Client Name / Address
Paseo CDD 9530 Marketplace Road, Suite 206 Fort Myers, FL 33912
N RW

Ship To
Paseo CDD 11980 Paseo Grande Boulevard Fort Myers, Florida 33912

<i>Provide PO # if applicable</i>	Terms	Project Name/Description	Additional Job Name/Information
	Net 30	Paseo CDD	2023 Mulch Installation

Description	Qty	Rate	Total
Paseo CDD 3cu ft. Bag Coco Brown			
Esperanza Common Area Section = 2,400 Bags			
Common Area tree rings/utility areas/monuments/cul de sacs/other misc. common areas = 3,264 Bags			
Entrance / Perimeter Wall = 2,400 Bags			
3 cu ft Mulch Installed	8,064	4.91	39,594.24

PLEASE NOTE: THE ABOVE PRICING IS ONLY VALID FOR 7 DAYS Thank you for your business! Please sign and fax/email proposal back to (239)332-2852 or shane@southeastspreading.com	Subtotal	\$39,594.24
	Sales Tax (6.5%)	\$0.00
	Total	\$39,594.24
APPROVAL & DATE		
Signature _____ Date _____		

Tab 6

PASEO COMMUNITY DEVELOPMENT DISTRICT

**EXHIBIT A
SCOPE OF SERVICES**

Exhibit A consisting of one (1) page(s) is to define the services to be provided to **PASEO COMMUNITY DEVELOPMENT DISTRICT**(CDD/OWNER) by **JOHNSON ENGINEERING, INC.** (CONSULTANT) for the **Paseo CDD WUP Compliance Monitoring 2023-2024** (PROJECT).

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:
OWNER _____
CONSULTANT _____

SCOPE OF SERVICES

PROFESSIONAL SERVICES OF THE CONSULTANT:

Task 1 - Pumpage Monitoring and Reporting 2023-2024

Special Condition 11 of South Florida Water Management District (SFWMD) water use number 36-04092-W issued to Paseo CDD on November 7, 2017, requires monthly withdrawals for each withdrawal facility to be submitted to SFWMD quarterly. CONSULTANT will record monthly pumpage from each withdrawal facility in Paseo (wells WT-2, WT-3, & MH-2, and pumps SWP-1 & SWP-2) and from each withdrawal facility in Esperanza (WWT-1, MH-3, and SWP-3), and report the monthly pumpage data to SFWMD each quarter as required. This agreement will include 12 monthly site visits and the submittal of 4 quarterly reports to SFWMD. Reference Figure 1, attached.

Task 2 - Mid-month Water Use Check and Timer Adjustment

Special Condition 17 of SFWMD water use permit number 36-04092-W states "Withdrawal from the surface water source(s) for irrigation shall be equal to the amount of water used for replacement/recharge on a monthly basis (for example, the volume of water withdrawn from the lake must be the same volume of water put into the lake), except when the surface water drainage system is discharging." CONSULTANT will begin conducting mid-month checks to record and compare pumpage from surface water pumps (SWP-1, SWP-2, SWP-3) to pumpage from wells (WT-1, WT-2, WT-3, MH-1, MH-2, MH-3). If irrigation use from surface water pumps since beginning of the month does not match replacement/recharge from wells since the beginning of the month, CONSULTANT will adjust the well timers as needed and notify OWNER. This agreement will include 12 monthly site visits. Reference Figure 1, attached.

Task 3 - Water Level Monitoring and Reporting 2023-2024

Special Condition 18 of SFWMD water use permit number 36-04092-W requires water level monitoring at wells WTMW-1, WTMW-2 & W3. CONSULTANT will download water level data from dataloggers and report the weekly water level data to SFWMD each quarter. This agreement will include 12 monthly site visits and the submittal of four (4) quarterly reports to SFWMD. Reference Figure 1, attached.

PASEO COMMUNITY DEVELOPMENT DISTRICT

**EXHIBIT B
COMPENSATION**

Exhibit B consisting of two (2) page(s) is to define compensation for the services provided to **PASEO COMMUNITY DEVELOPMENT DISTRICT (CDD/OWNER)** by **JOHNSON ENGINEERING, INC. (CONSULTANT)** in relation to the **Paseo CDD WUP Compliance Monitoring 2023-2024 (PROJECT)**.

Initial:
OWNER _____
CONSULTANT _____

COMPENSATION

Definitions:

Lump Sum (LS): Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided, and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT'S services which is on account of the Lump Sum will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed at the time of billing.

Time and Materials (T&M): For the actual hours expended by the CONSULTANT'S professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT'S standard billing rate schedule in effect at the time the services are rendered. The current standard billing rate schedule is attached to this Exhibit B as Attachment No. 1. The amount payable for the services of CONSULTANT'S Sub-Consultants engaged to perform or furnish services in Exhibit A will be the amount billed to CONSULTANT times a factor of 1.10. The amount payable for Reimbursable Expenses will be the charge actually incurred by or imputed cost allocated by CONSULTANT, therefore times a factor of 1.10.

Estimated Fees: CONSULTANT'S estimate of the amount that will become payable for Services (including CONSULTANT'S Sub-Consultants and reimbursable expenses) is only an estimate for planning purposes, is not binding on the parties and is not the maximum amount payable to CONSULTANT for the services under this Agreement. Notwithstanding the fact that the estimated amount for the services is exceeded, CONSULTANT shall receive compensation for all Services furnished or performed under this Agreement.

If it becomes apparent to CONSULTANT at any time before the Services to be performed or furnished under this Agreement are about eighty percent complete that the total amount of compensation to be paid to CONSULTANT on account of these Services will exceed CONSULTANT'S estimate, CONSULTANT shall endeavor to give OWNER written notice thereof. Promptly thereafter OWNER and CONSULTANT shall review the matter of compensation for such Services, and either OWNER shall accede to such compensation exceeding said estimated amounts or OWNER and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT under this Agreement so that total compensation for such Services will not exceed said estimated amount when such services are completed. The CONSULTANT shall be paid for all services rendered if CONSULTANT exceeds the estimated amount before OWNER and CONSULTANT have agreed to an increase in the compensation due to CONSULTANT or a reduction in the remaining services.

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services", the OWNER shall compensate the CONSULTANT as follows:

TASK	ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
1	Pumpage Monitoring and Reporting 2023-2024	\$7,128.00*	LS
2	Mid-month Water Use Check and Timer Adjustment	\$4,608.00**	LS
3	Water Level Monitoring and Reporting 2023-2024	\$3,456.00***	LS
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES:		\$15,192.00	LS

For reimbursable expenses of CONSULTANT, the OWNER shall compensate the CONSULTANT as follows:

REIMBURSABLE EXPENSES	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
Field supplies and costs of other materials and/or equipment specifically used for and solely applicable to this project.	\$500.00	T&M
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES:	\$500.00	T&M

TOTAL COMPENSATION, INCLUDING SUB-CONSULTANTS & REIMBURSABLE EXPENSES:	\$15,692.00	LS/T&M
---	--------------------	-------------------

- * Task 1 – Pumpage Monitoring and Reporting 2023-2024 to be invoiced at \$594 per month for 12 months.
- ** Task 2 – Mid-month Water Use Check and Timer Adjustment to be invoiced at \$384 per month for 12 months.
- *** Task 3 – Water Level Monitoring and Reporting 2023-2024 to be invoiced at \$288 per month for 12 months.



ATTACHMENT I TO EXHIBIT B

**PROFESSIONAL SERVICES
HOURLY RATE SCHEDULE
September 6, 2023**

Professional

9	\$330
8	\$270
7	\$248
6	\$220
5	\$193
4	\$176
3	\$165
2	\$138
1	\$127

Technician

6	\$182
5	\$154
4	\$132
3	\$110
2	\$88
1	\$77

Administrative

3	\$105
2	\$94
1	\$77

Field Crew

4-Person	\$270
3-Person	\$231
2-Person	\$182

Field Equipment

Field Equipment on Separate Schedule

Expert Witness \$440

**Reimbursable Expenses
and Sub-Consultants** Cost + 10%

**Construction Engineering and Inspection
(CEI Services)**

CEI Services Manager	\$204
CEI Senior Project Administrator	\$182
CEI Project Administrator	\$165
Contract Support Specialist	\$138
Senior Inspector	\$127
CEI Inspector III	\$116
CEI Inspector II	\$105
CEI Inspector I	\$94
Compliance Specialist	\$105
CEI Inspector's Aide	\$77



ATTACHMENT IA TO EXHIBIT B
FIELD EQUIPMENT COST SCHEDULE
 Updated October 9, 2023

PROJECT NAME: _____ JEI PROJECT #: _____ DATE: _____

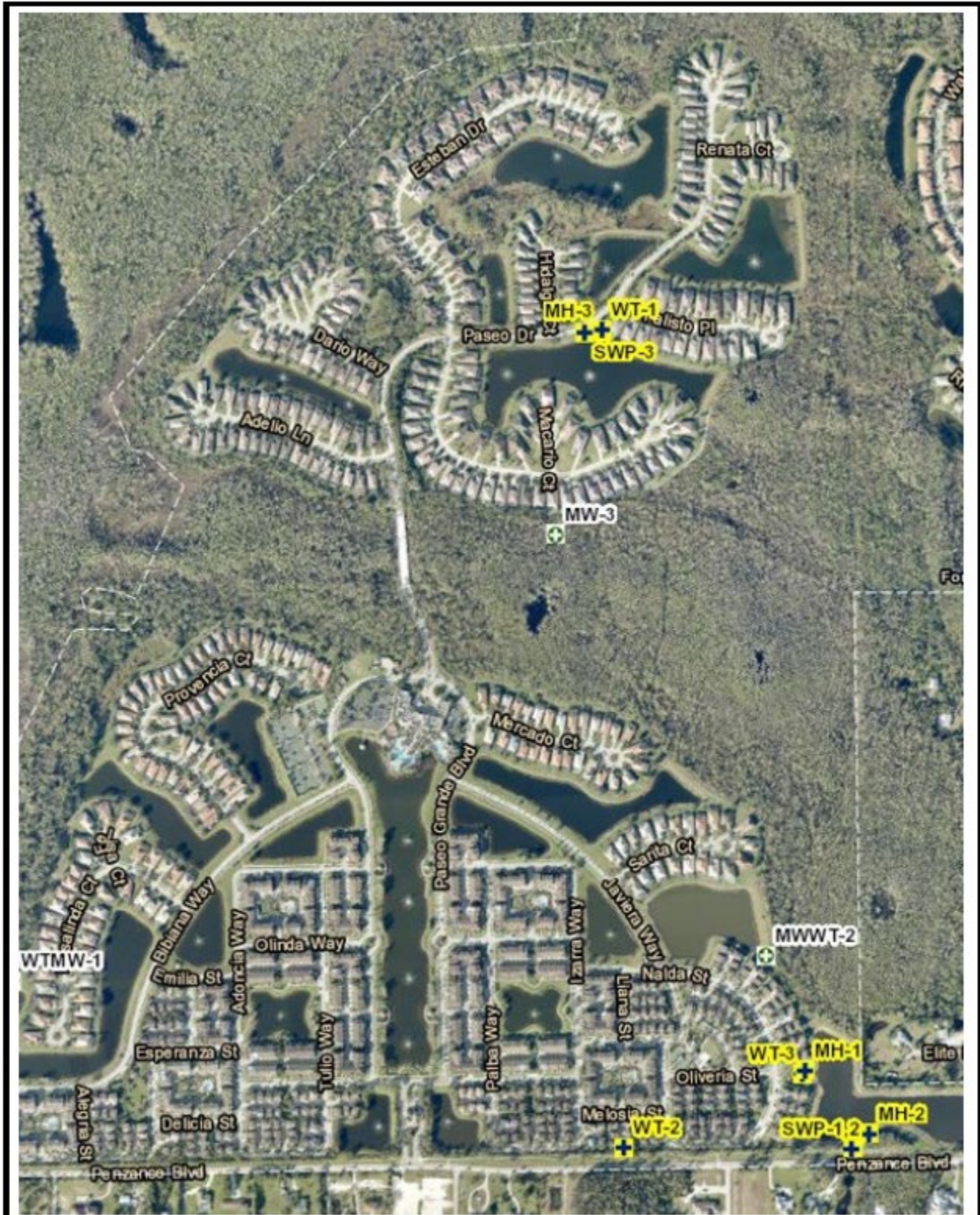
ITEM	UNIT OF MEASURE	UNIT COST	QUANTITY	TOTAL
BOATS				
14' Jon Boat w/trailer	Hour	\$11.00		\$0.00
10' Jon Boat	Hour	\$11.00		\$0.00
8.5' Boat or Kayak	Hour	\$7.00		\$0.00
Electric Boat Motor	Hour	\$4.00		\$0.00
Gasoline Boat Motor	Hour	\$5.50		\$0.00
20' Fiberglass Skiff	Hour	\$27.50		\$0.00
Airboat	Day	\$500.00		\$0.00
SURVEY EQUIPMENT				
StarVac Truck	Hour	\$132.00		\$0.00
Hydrographic Survey Equipment	Hour	\$110.00		\$0.00
WATER QUALITY EQUIPMENT				
ISCO Avalanche Sampler	Month	\$330.00		\$0.00
Cellular Modem	Month	\$132.00		\$0.00
YSI 6600 EDS Water Quality Sonde	Month	\$550.00		\$0.00
40W Solar Panel	Month	\$55.00		\$0.00
Multi Parameter Water Quality Probe	Hour	\$16.50		\$0.00
Peristaltic Pump	Day	\$33.00		\$0.00
Turbidimeter	Day	\$33.00		\$0.00
Chloride Titration	Each	\$11.00		\$0.00
Conductivity Meter	Hour	\$5.50		\$0.00
Silicone Tubing	Foot	\$5.50		\$0.00
HDPE Disposable Sample Tubing	Foot	\$2.00		\$0.00
Water Level Indicator	Day	\$22.00		\$0.00
Water Quality Sample Disposable Filters	Each	\$17.00		\$0.00
Van Dorn Depth-Activated Sample Bottle	Day	\$22.00		\$0.00
Telescoping Sample Pole	Day	\$5.50		\$0.00
Secchi Disc	Day	\$5.50		\$0.00
Depth Rod	Day	\$5.50		\$0.00
ISCO Rain Gauge	Month	\$33.00		\$0.00
In-Situ Bluetooth TROLL Com	Hour	\$5.50		\$0.00
FLOW METERS				
Price Open Cup Flow Meter	Hour	\$11.00		\$0.00
Global Water Flow Probe	Hour	\$5.50		\$0.00
ISCO 2150 AVM	Month	\$198.00		\$0.00
ISCO 750 AVM	Month	\$165.00		\$0.00
GE Panametrics Flowmeter	Day	\$220.00		\$0.00
DATALOGGERS				
In-Situ Datalogger Stage Recorder	Month	\$110.00		\$0.00
GPS				
Trimble Geo-XT Sub Meter GPS	Hour	\$14.00		\$0.00



ATTACHMENT IA TO EXHIBIT B
FIELD EQUIPMENT COST SCHEDULE
 Updated October 9, 2023

MISCELLANEOUS EQUIPMENT				
Trash Pump	Day	\$55.00		\$0.00
Power Auger	Day	\$55.00		\$0.00
Wildlife Camera	Hour	\$11.00		\$0.00
Drone	Hour	\$27.50		\$0.00
Utility Vehicle	Month	\$1200.00		\$0.00
Utility Vehicle	Week	\$400.00		\$0.00
Utility Vehicle	Day	\$100.00		\$0.00
Swamp Buggy	Day	\$300.00		\$0.00
Acoustic Recording Device	Week	\$33.00		\$0.00
1 HP Submersible Pump	Day	\$55.00		\$0.00
Downhole-Video Camera	Day	\$110.00		\$0.00
PROJECT TOTAL:				\$0.00

FIGURE I



JOHNSON
ENGINEERING

2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

Paseo CDD
Monitoring Locations

DATE	PROJECT	FILE NO.	SCALE	SHEET 1
Nov 2023	20097877-023			

Tab 7



EARTH TECH ENVIRONMENTAL

10600 Jolea Avenue
 Bonita Springs, FL 34135 US
 239-304-0030
 www.eteflorida.com

Proposal

ADDRESS

Paseo CDD- 130101
 Paseo CDD
 c/o Rizzetta & Company Inc
 9530 Marketplace Road
 Suite 206
 Ft Myers, FL 33912

PROPOSAL # 3071

DATE 01/11/2024

EXPIRATION DATE 02/29/2024

PROJECT NAME

PASEO CDD

PROJECT MANAGER

donnb@eteflorida.com

PROJECT NO.

130101.2

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<p>Ecosystem Restoration/ Maint Tasks:Vegetation Removal & Trimming 2024 Native Vegetation Trimming & Removal: selective native vegetation trimming will be performed within 16,753LF of designated preserve perimeter.</p> <p>"As described in Chapter 6.3 of the updated long-term management plan, the proposed maintenance trimming shall be limited to the perimeter of the preserves, as shown on Exhibit 2 of the updated long term management plan, where overhanging vegetation interferes with routine maintenance of the berm. The trimming activities shall consist of selectively removing overhanging vegetation and shall not result in a complete vegetative trim along the vertical plane. Vegetation trimming shall be conducted by the preserve maintenance contractor during the scheduled exotic maintenance events for the preserves and shall not be conducted more than twice per year. Trimmed debris shall be removed from the edges of the preserves."</p> <p>Trimming Area A (3,666LF) = \$5,000.00 Trimming Area B (3,114LF) = \$6,000.00 Trimming Area C (9,973LF) = \$15,000.00</p> <p>This task does include selective debris removal and disposal.</p> <p>Horticultural Debris Disposal: All cut vegetation from the selective trimming will be removed and properly disposed.</p>	1	26,000.00	26,000.00

Earth Tech Environmental LLC will provide the above-listed environmental services within the designated locations at Paseo CDD. If you agree to these terms please send a signed copy of this estimate to donnb@eteflorida.com for work to be scheduled.

TOTAL







\$26,000.00

Accepted By

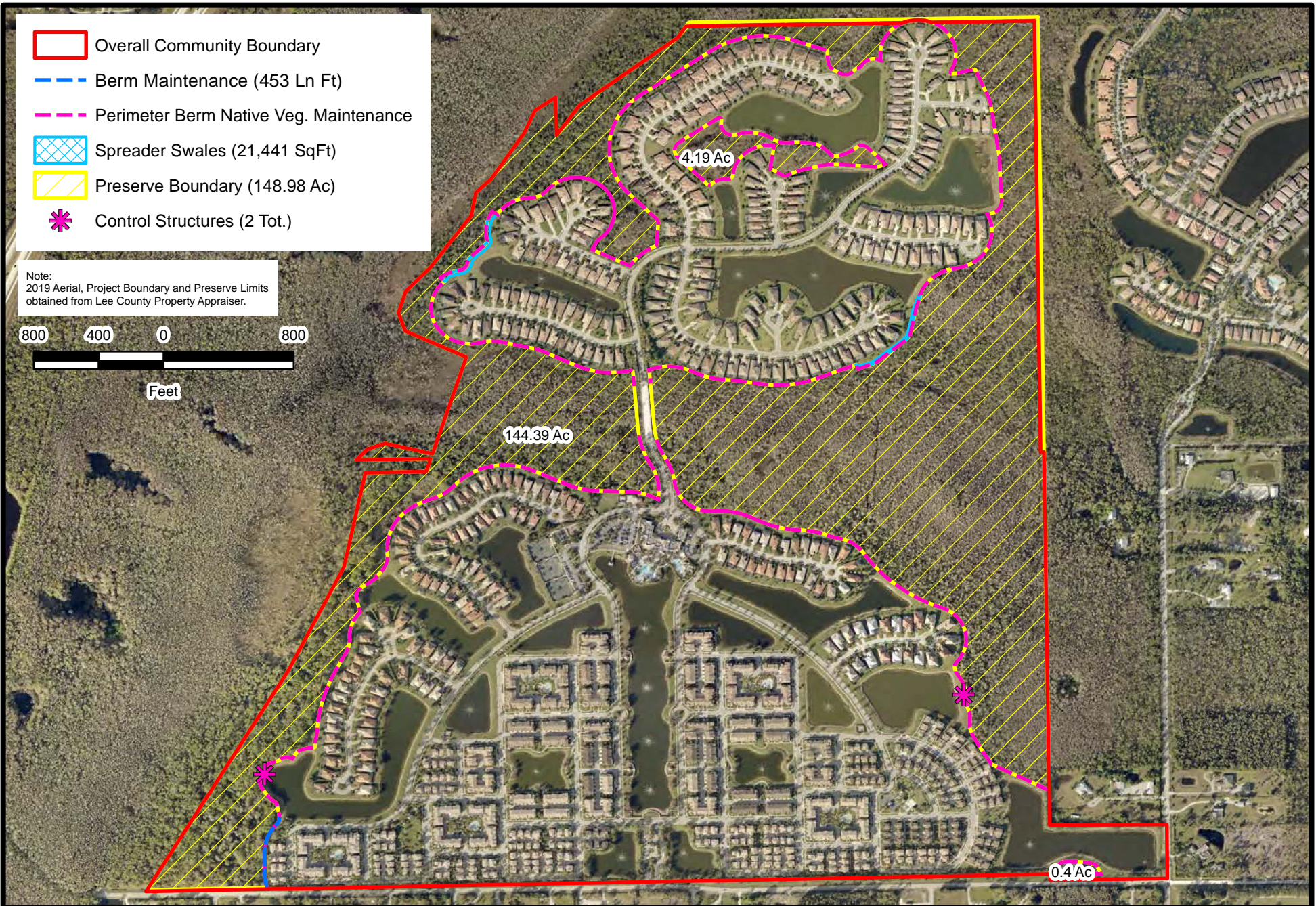
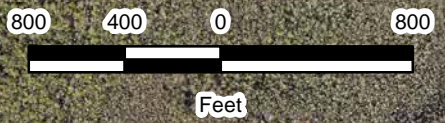
Accepted Date

" Land, Water and the Environment ... Protecting what's important "

Office : 239-304-0030 Fax: 239-324-0054

-  Overall Community Boundary
-  Berm Maintenance (453 Ln Ft)
-  Perimeter Berm Native Veg. Maintenance
-  Spreader Swales (21,441 SqFt)
-  Preserve Boundary (148.98 Ac)
-  Control Structures (2 Tot.)

Note:
2019 Aerial, Project Boundary and Preserve Limits
obtained from Lee County Property Appraiser.



Paseo CDD
Lee County, Florida



EARTH TECH ENVIRONMENTAL, LLC
10600 JOLEA AVE
BONITA SPRINGS, FLORIDA 34135
PHONE (239) 304-0030 FAX (239) 324-0054
WWW.ETEFLOIDA.COM



SHEET NO.
X

DATE
8/13/19

PROJECT NO.
N/A

SCALE
AS SHOWN

Preserve Map

Tab 8



PROPOSAL

PROPOSAL: 24-0376-GA

DATE: October 30, 2023

HONC DOCKS & LIFTS, INC.

1130-C PONDELLA ROAD

CAPE CORAL, FL 33909

239-772-8181

FAX 239-772-8981

WWW.HONCDOCKS.COM

CBC 1252755

TO: Paseo CDD
9530 MARKETPLACE RD
SUITE#206
FORT MYERS FL 33912
ATTENTION: KARI HARDWICK

PHN: 239-936-0913 X0299
EMAIL: KHARDWICK@RIZZETTA.COM
LOCATION: FORT MYERS
BLOCK: LOTS:
STREET: 11980 PASEO GRANDE BLVD

HONC WILL PROVIDE MATERIAL AND LABOR FOR THE FOLLOWING:

Removing 50 lin.ft. of handrailing. Replacing the outer framing from the first bent to the second bent. Adding dead wood where the 4x4 post are located. Installing through bolts on the 4x4 post at the first 25 lin.ft. Replacing bottom handrailing boards in the area's screws pulled out as per Sketch A, 10/25/2023. \$ 13,532.00

This price includes:

- Labor
- ½ Through bolts and S/S 3" stainless screws
-

Height of dock to be: N/A

ELECTRIC: This DOES NOT include electric. Your project **WILL** need to have an electrical disconnection before Honc arrives. Lift must be hardwired prior to final inspection. You are to notify Honc once an electrician has been contracted and the coordination of electric service may be provided by Honc. Customers to be billed directly from electrician.

SCHEDULE: Current backlog allows start date approximately **300** days after receipt of deposit and ALL needed documents are in hand, assuming permits have been issued.

SUBTOTAL:	\$	13,532.00
OPTIONS:	\$	
TOTAL:	\$	<u> </u>

THIS PRICE IS... Valid for 30 days.
Equipment Needed: _____
Requested Start Date: _____
Requested Completion Date: _____
In conjunction with seawall?: _____

PAYMENT TERMS: For credit card payments, a 3.5% processing fee will be added.

Payment is due upon receipt of invoice.

DEPOSIT.	\$	1,000.00
DRAW: When project starts.	\$	10,000.00
BALANCE: Due upon job completion.	\$	<u> </u> TBD

HONC ACCEPTANCE BY: Gary Ault

CUSTOMER ACCEPTANCE AND WORK AUTHORIZATION: This proposal, including the standard terms of contract, which constitutes a part of this proposal, is accepted. Honc is hereby authorized to proceed with this work. I also certify that I represent the following company or person and am authorized to do so.

REPRESENTED: _____

SIGNATURE: _____

DATE: _____

PRINTED: _____



PROPOSAL

PROPOSAL: 24-0376-GA

DATE: October 30, 2023

HONC DOCKS & LIFTS, INC.

1130-C PONDELLA ROAD

CAPE CORAL, FL 33909

239-772-8181

FAX 239-772-8981

WWW.HONCDOCKS.COM

CBC 1252755

STANDARD TERMS OF CONTRACT

Honc Docks & Lifts, Inc. a Florida Corporation herein is referred to as "Honc". Upon acceptance, this proposal shall become a binding CONTRACT subject to the terms below.

- Permitting Costs: deposits, fees, surveys, and engineering are nonrefundable. State/Federal/Local agencies may require additional expenditures (Seagrass Surveys, Bathymetric Surveys, Riparian and As-Built Surveys, Engineering, Permit Fees, etc.) to pursue Marine Permits. If required, these expenses will be billed as extras. Honc reserves the right to utilize the Notice of Commencement signed between Customer and Honc for the application and receipt of permits by subcontractors Honc may hire to perform improvements to the customer's property. The customer is responsible for any increased costs and/or expenses to bring the final project in accordance with the permits.
- This contract is based upon property conditions which exist at the time of contract commencement. Improvements to property, such as seawall repair and installation or landscaping features, which occur after contract commencement, may require additional work to complete construction and will be billed as extra. Projects where it's discovered vinyl cells on customer's seawall are not filled, Honc will handset piling in lieu of bolting on blocks; added piling will be billed as extra. -Customer Agrees to allow Honc to utilize Customer's property to load and unload materials (known as staging) for the customers, or any other person's projects, during the duration of the contracted project.
- Upon Placement of material at jobsite, Honc is no longer liable for damage or replacement of materials which may be necessary due to storm damage, wind, water, theft, vandalism, or acts of God or man.
- Honc may utilize subcontractors to perform a portion, or all, of work contracted with customer.
- Blemishes on natural products such as wood framing, decking, or piling cannot be quality controlled by Honc. By signing this contract, the customer acknowledges that stamping marks, forklift gouges, material information stamps, and other manufacturer or natural handling & processing damage will be left AS-IS and be considered part of the character of the dock.
- Honc is not responsible for seeking any approvals from any Homeowner's/Community Associations or Design Districts which may govern construction standards for the contracted property; Nor responsible for adhering to any of these governing authority design standards. Nor is Honc responsible for the design, purchase, installation, or application of any Fire Suppression Systems which may be required to obtain permits, pass inspections, or to be utilized for fire control upon Customer's property or jobsite.
- Existing docking structures may be damaged while work is performed. Issues such as weathering of material or product availability may result in a replacement decking not matching color or style of existing decking. Customer agrees to accept product and color that is available at the time of construction.
- Commencement and completion dates are approximated; Honc is not responsible should any costs arise from delays in work. Honc will perform work at any time within the contract period regardless of any timeframes estimated on contract documents. Customer agrees to allow Honc to commence construction regardless of obstacles created by customer, such as vacation rentals, customer vacations, boat deliveries, etc.
- Seafloor Conditions: Honc does not know if bottom conditions or water depth will require longer piling than anticipated on project. Longer or ship-lapped piling required to attain capacity, or bracing required to steady dock, will be billed to customer as extra. If conditions inhibit installation of structure, at its discretion Honc will determine if Customer will be billed for any activities, such as rock punching or drilling, required to gain adequate penetration. Currently rates are \$500 per pile, or as stipulated by the first page of the contract, whichever is greater. If rock or hard layers of earth prohibit installation of structure, Honc will be paid all expenses incurred up to the date of cancellation of contract.
- Water Depths: Owner is responsible for determining if water depths at and around dock and boatlifts are enough to moor or lift boat regardless of tides. Honc will not be responsible if insufficient water depths prevent owner's vessel from ingress or egress on or off lift or mooring at dock. Honc will bunk boat one time within 1 year of lift installation, after 1 year a service fee will be charged.
- Installation and height adjustment of electric devices are the responsibility of the owner's electric contractor. Existing utilities such as electricity and water at the dock may be cut or damaged during dock construction. Honc is not responsible for costs associated with restoring electricity and water service. Jobs that cannot be final inspected because of customers' lack of due participation, such as failure to hire an electrician, or a customer directed project delay, may be subject to additional fees such as permit extensions.
- All Aluminum boat lift is a standard industry term where most components on the lift are Aluminum or Stainless steel. Some components, such as the drive pipe are galvanized steel. Boat lift bunks may be Aluminum, Carpeted wood, or a combination of both.
- Owner consents to contact from Honc recommended sub-contractors for services related to the scope of their project, this includes, but not limited to, Phone Number, Mailing Address, E-Mail Address, and Project Address.
- Escalation Clause: This contract is based upon material and labor pricing at the time of contract drafting. The customer will be responsible for the additional costs required to complete the project between the time the contract was written, and the time materials are



PROPOSAL

PROPOSAL: 24-0376-GA

DATE: October 30, 2023

HONC DOCKS & LIFTS, INC.

1130-C PONDELLA ROAD

CAPE CORAL, FL 33909

239-772-8181

FAX 239-772-8981

WWW.HONCDOCKS.COM

CBC 1252755

installed. Changes to scope of work such as decking color or piling quantity after materials have already been ordered may result in additional fees.

- Boat Lift Canopy Clause- Customer is responsible for removing any boat lift canopy prior to commencement of construction. If canopy is not removed prior to construction, Honc will remove canopy at owners' expense of (6) man hours, billed at Honc prevailing rates. Honc WILL damage the canopy during removal and is NOT responsible for any repair or reinstallation of canopy.

- Upon completion by Honc of its work under this contract, payment shall be due in full and is expected upon presentation of its invoice to the customer. Any agreement to the contrary must be in writing and appear on the front side of this proposal. Interest on any unpaid balance shall accrue at the rate of 1.5% per month commencing 30 days after payment is due under the terms of this contract. Customer shall pay to Honc all costs, including attorney's fees incurred by Honc in collection of any payment due herein.

- Honc warrants that all workmanship will be completed to the industry standards in accordance to the appropriate building departments in which the contract property is located. Problems that may arise within 1 year of job completion due to inferior workmanship will be corrected by Honc without charge, providing written notice is given within the 1-year period. All materials installed are to be warranted by the manufacturer. Natural products such as timber and wood piling have no warranty. The owner consents to allow Honc to use, at no extra cost, utilities such as power and water necessary for execution of the work. Honc is not responsible for damage to yards, landscape, utilities, sprinklers, concrete fractures, or spalling, etc. during dock construction, but will work in a manner which is reasonably careful.

- All warranties to be upheld by Honc, Honc Subcontractors, or Materials suppliers will be forfeited by Customer if any Honc invoices are left unpaid by Customer.

SIGNATURE: _____

DATE: _____

Tab 9



SERVICE AGREEMENT FOUNTAIN REPAIR

October 24, 2023

Paseo CDD
C/o: Rizzetta & Company
9530 Marketplace Rd #206
Fort Myers, FL 33912
Attention: Kari Hardwick

Terms: Net 30 Days

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Fountains 1A, 1B and 1C Install the following on each on the fountain listed Four (4) 30watts stainless steel LED light fixtures with 250 ft power supply cable and surge protector	Cost per fountain: \$2,224.07
	Total Cost for three fountains: \$6,672.21

Warranty: Two (2) years LED's and ninety (90) days on labor

***This offer is good for sixty (60) days from date of quotation**

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER ACCEPTANCE - The above prices, specifications, and conditions are satisfactory and are hereby accepted.

By: _____

By: _____

Dated: _____



SERVICE AGREEMENT FOUNTAIN REPAIR

December 19, 2023

Paseo CDD
C/o: Rizzetta & Company
9530 Marketplace Rd #206
Fort Myers, FL 33912
Attention: Keri Hardwick

Terms: Net 30 days

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Supply and install AirMax Color Changing LED (RGBW) on fountains #1A, 1B,1C and 1D This system will has four control panels, that will be located next to the each of fountains existing panels Twelve (12) 5watts RGBW LED light fixtures, per fountain Four (4) RGBW Light Panel 900 ft of 14/5 power supply cable	
	Total: \$27,185.47

Warranty: Three (3) years on LEDs and ninety (90) days on labor

***This offer is good for Sixty (60) days from date of quotation**

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER ACCEPTANCE - The above prices, specifications, and conditions are satisfactory and are hereby accepted.

By: _____

By: _____

Dated: _____

Pattern Shown – NEW Crown & Arch display. Call for more details.



4-LED RGBW Light Set



RGBW Light Set Product Update

Even Better Performance | Even More Colors!

Now With Adjustable Color Temperature!

Original RGBW Lights
5000-5500K



New RGBW Lights
2700-6500K



Warm White



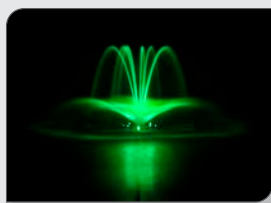
Cool White



Vibrant Blue



Pastel Blue



Vibrant Green



Pastel Green

For years, our professionals have been selling and installing Airmax RGBW Color-Changing LED Light Sets to create a breathtaking atmosphere for pond owners across the country. We are pleased to announce some fantastic updates to one of the most popular light sets on the market!

Updated Features Include:

- **15% More Lumens**
- **Adjustable Color Temperature:** Broader range of Kelvin allows for changes from cool white to warm white, and vibrant colors to pastels.
- **Updated remote to include new functionality**
- **Old remotes can still be utilized as a back up.**



Original Remote



New Remote



SERVICE AGREEMENT FOUNTAIN REPAIR

December 19, 2023

Paseo CDD
C/o: Rizzetta & Company
9530 Marketplace Rd #206
Fort Myers, FL 33912
Attention: Keri Hardwick

Terms: Net 30 days

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Supply and install Aqua Master Color Changing LED (RGBW) on fountains #1A, 1B,1C and 1D This system will only have one control panel, that will be located next to the center fountains existing panel, this one panel will control all 4 fountains Four (4) 40watts stainless steel RGBW LED light fixtures, per fountain 1 Custom RGBW Light Panel 4 LED addresser assemblies, (this keeps all four fountains in the same) 1600 ft of 14/5 power supply cable	
	Total: \$31,306.06

Warranty: Three (3) years on LEDs and ninety (90) days on labor

***This offer is good for Sixty (60) days from date of quotation**

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER ACCEPTANCE - The above prices, specifications, and conditions are satisfactory and are hereby accepted.

By: _____

By: _____

Dated: _____

35 WATT LED



AquaMaster® Fountains and Aerators supplies a 35W LED light. The intensity of these lights is equal to approximately one 500 watt incandescent light bulb. Built for performance, AquaMaster's 35W LED light lasts longer and with lower operating costs than a halogen bulb. It is versatile enough to operate at 90 – 305 VAC making it perfect for both 120v and 220v hookups.

35 Watt LED Features

- Available in 120V and 220 V
- 3 year warranty including LED lamps
- SS submersible fixtures w/SS braided fixture jumper cables
- Aqua Lock Connector (ALC) Included
- UL Listed
- Standard 14 ga. Cable
- Cool White: 3900 lumens
- Warm White: 3645 lumens
- Red: 510 lumens
- Green: 1710 lumens
- Blue: 400 lumens
- Amber: 205 lumens
- Color Temperature: 5000K (Cool), 3000K (Warm)
- Rated Life: 40,000 hours

20 & 40 WATT RGBW



AquaMaster® Fountains and Aerators proudly supplying programmable, color changing fountain lighting to its Night Glow Lighting System offering. These new RGBW LED lighting systems consist of the option for 20W or 40W fixtures, panel mounted controller and power supply that produce brilliant colors and shows. Customizable programming to meet color, show type, and holiday events available.

20 & 40 Watt RGBW Features

- Factory Pre-programmed with color assortment and holiday themes
- Bluetooth or Ethernet Controller available
- Simple underwater power cable connection (AquaLock Connector – ALC)
- Custom programs available
- Low operating cost
- No lens or board replacement required for color changes
- Stainless steel fixtures, brackets, and shielded jumper cables
- 3 year parts and labor warranty
- Available in 120VAC, 220VAC, & 24VDC
- UL Listed
- Can be retrofitted to existing AquaMaster fountains.
- Standard 14/5 Cable
- 20W RGBW- Total: 940 lumens
 - Red: 155 lumens
 - Green: 290 lumens
 - Blue: 120 lumens
 - White: 375 lumens
 - White Color Temperature: 7000K
 - Rated Life: 40,000 hours
- 40W RGBW- Total: 1835 lumens
 - Red: 475 lumens
 - Green: 560 lumens
 - Blue: 130 lumens
 - White: 670 lumens
 - White Color Temperature: 5500K
 - Rated Life: 40,000 hours

Tab 10

**Green &
Clean™**



**RENFROE™
&
JACKSON**



POOLS



LANDSCAPE



CLEANING



Green & Clean is your one-stop service provider for taking care of your business, home, and your community.

www.greencleanswfl.com



Founded in 2009, as a commercial and residential janitorial service provider for Southwest Florida. Focus has been on providing **quality** service at a **quality** price.

2009

Green & Clean expands Quality Supervisor role to maintain quality customer **relationships** and continuous training of technicians.

2014

Green & Clean acquires a **pool service and repair company** complementing existing services already provided by Green & Clean.

2019

Green & Clean acquires a **full-service** landscape company, Renfro & Jackson.

2021

2012

Green & Clean becomes ISO 9001 compliant and **expands** its service area to Port Charlotte and South Naples.

2017

Green & Clean maintains its commitment to ISO 9001 compliance and continuous improvement by refining key processes with a focus on service to the customer.

2020

Green & Clean acquires a second pool service and repair company expanding its pool operations from residential to include commercial pools and renovations.

2023

Green & Clean continues to be a one-stop service provider for home, business and community needs.



Pool Services

- Pool Cleaning
- Pool Renovations
- Pool Repairs
- Equipment Installation
- Fountain and Water Feature Maintenance



Landscape Services

- Design & Installation
- Maintenance
- Irrigation
- Lighting
- Tree Services
- Pest Control and Fertilization



Cleaning Services

- HOA / Commercial Cleaning
- Pressure Washing
- Tile & Grout
- Upholstery & Carpet Cleaning
- Window Cleaning
- Lanai Cleaning
- Paver Sealing
- Janitorial Supplies



Quality Services

From pool cleaning to landscaping, Green & Clean has every service you need to keep your home, business, or association in great shape.

Highest Standards

Our quality policy and commitment to customers ensures that your pool, landscaping, or cleaning service will be completed to your satisfaction.

Innovative Solutions

Green & Clean was founded on a commitment to best practices and services that innovate and continually improve.

Professional Team

Our pool, landscaping, and cleaning staff receives regular ongoing training to ensure that they remain knowledgeable, expert professionals.



ESTIMATE



Green & Clean Pools
17031-1 Alico Commerce Ct
Fort Myers FL 33967
United States
Phone #: 239-229-5872
Website: www.greencleanswfl.com

DATE: 11/10/2023
ESTIMATE #: 5379
Terms: Due on Receipt
Estimate Valid To : 1/9/2024

BILL TO

Paseo
11611 Paseo Grande Boulevard
Fort Myers FL 33912
United States

FOR

Paseo
11611 Paseo Grande Blvd
Bonita Springs FL 34135
United States

DESCRIPTION

Qty

2x/month Fountain Service
Pricing is Price Per Month.
See scope of work for cleaning plan.

1

Per Will Power, 15% discount when both Fountain and Pressure Washing (Monument Sign & Boulders) agreements are running concurrently.

SUBTOTAL	\$206.63
TAX TOTAL	\$0.00
TOTAL	\$206.63

By signing below, you accept this estimate and agree to proceed with the services identified within this estimate. You further acknowledge and agree to the above terms and conditions. A new or revised estimate will be provided for additional services or changes from the original estimate.

CUSTOMER

Signature: _____

ESTIMATE



Green & Clean Pools
17031-1 Alico Commerce Ct
Fort Myers FL 33967
United States
Phone #: 239-229-5872
Website: www.greencleanswfl.com

DATE: 11/10/2023
ESTIMATE #: 5379
Terms: Due on Receipt
Estimate Valid To : 1/9/2024

Date: _____

ESTIMATE



Green & Clean Property Solutions
17031-1 Alico Commerce Ct
Fort Myers FL 33967
United States
Phone #: 239-229-5872
Website: www.greencleanswfl.com

DATE: 11/10/2023
ESTIMATE #: 5380
Terms: Due on Receipt
Estimate Valid To : 1/9/2024

BILL TO

Paseo
11611 Paseo Grande Boulevard
Fort Myers FL 33912
United States

FOR

Paseo
11611 Paseo Grande Blvd
Bonita Springs FL 34135
United States

DESCRIPTION	Qty	
	1	
Janitorial Projects 1x Monthly Service Monthly Pressure Washing of Monument Sign at Entrance	1	
Janitorial Projects 1x Monthly Service Monthly Pressure Washing of Boulders at Entry Fountain area	1	
Per Will Power, 15% discount applied when both Pressure Washing and Fountain Cleaning service agreements are running concurrently.		
	SUBTOTAL	\$290.70
	TAX TOTAL	\$0.00
	TOTAL	\$290.70

By signing below, you accept this estimate and agree to proceed with the services identified within this estimate. You further acknowledge and agree to the above terms and conditions. A new or revised estimate will be provided for additional services or changes from the original estimate.

ESTIMATE



Green & Clean Property Solutions
17031-1 Alico Commerce Ct
Fort Myers FL 33967
United States
Phone #: 239-229-5872
Website: www.greencleanswfl.com

DATE: 11/10/2023
ESTIMATE #: 5380
Terms: Due on Receipt
Estimate Valid To : 1/9/2024

CUSTOMER

Signature: _____

Date: _____

Commercial Pool Service Terms & Conditions





AG1050

Authority: Vice President

Effective: 10/1/22

- 1. General Disclaimer:** Green & Clean agrees to provide all labor, supervision, material, and equipment necessary to assure performance of the specified pool cleaning service for the customer as described in the written scope of work. It is the policy of Green & Clean to provide value to our customers with products and services that fulfill their ongoing needs and expectations. To achieve this, Green & Clean fosters a workplace environment that will facilitate the achievement of customer value. To assure complete customer satisfaction, we will strive to anticipate our customer's needs. To assure consistent quality, work will be performed according to established procedures. To assure continual improvement, procedures will be revised to reflect improvements in process, products, and technology. Every employee is expected and encouraged to find ways to improve the quality of our products and services, with the full support and assistance from all levels of management.
- 2. Commencement Date:** The start date shall be mutually agreed upon between Green & Clean and the customer. The start date will serve as the anniversary date.
- 3. Terms:** The term of this agreement shall be for a period of one (1) year and shall automatically renew each year on the anniversary date until either party terminates, according to the stated terms, or both parties agree to amend the terms of this agreement.
- 4. Cancellation:** Green & Clean or the customer may terminate or cancel at any time after providing a 30 day right to cure period followed by a minimum of thirty (30) days written notice to cancel from either party. An amount equal to the contracted monthly service fee will be assessed for termination without notice.
- 5. Payment Terms:** Payment is due upon receipt.
- 6. Proposal Validity:** Pricing is valid for 60 days from the proposal creation date. After 60 days, please contact us to confirm proposed pricing.
- 7. Additional Services:** A revised or new estimate will be provided for additional services outside of the agreed upon scope of work.
- 8. Small Repairs and Chemicals:** Any repairs or additional chemicals or treatments needed that costs less than \$100.00 will be performed and invoiced separately or applied to the monthly invoice. Repairs or additional chemicals or treatments greater than \$100.00 will require customer approval and an estimate will be provided.
- 9. Supplies & Equipment:** Green and Clean will furnish all standard chemical products, chlorine or salt, acid & bi-carb. Specialty chemicals such as those used for stain removal are quoted upon request and invoiced separately. Green & Clean will furnish all supplies/equipment necessary to

Commercial Pool Service Terms & Conditions		 
AG1050	Authority: Vice President	Effective: 10/1/22

perform the scope of work described in the proposal. The customer agrees to provide a secure space for storage of equipment, as necessary.

- 10. Scope of Work:** A scope of work, also referred to as a cleaning plan, will be developed and agreed upon between Green & Clean and the customer. The cleaning plan may be subject to modifications.



- 11. Condition of Equipment:** At start up, Green & Clean will perform a complimentary diagnosis of customer’s pool equipment. Customer agrees to repair any defective equipment or improper configuration of plumbing that may present a hazard to residents or staff and/or inefficiencies to maintenance. If needed repairs are not performed, it may result in a price change to customer’s account for additional expenses to safely service the facility. Additional expenses will be provided in an estimate for customer approval.

- 12. Special Services:** As a one-stop shop for your home, your business, and your community, Green & Clean can also provide pressure washing, paver sealing, carpet & upholstery cleaning, window cleaning, tile & grout cleaning, landscape maintenance, and landscape design and installation. Estimates for these additional services will be provided upon request.

- 13. Service Schedule and Holidays:** Green & Clean standard holidays for all employees are Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year’s Day. Should a holiday fall on a Saturday, Green & Clean observes the holiday on the preceding Friday. Should a holiday fall on a Sunday, Green & Clean observes the holiday on the subsequent Monday. At the customer’s request, Green & Clean can provide services to the customer if customer requests service to occur during Green & Clean standard holiday schedule. Additional fees will apply, and the customer will be invoiced. Service is typically assigned to designated weekdays, if a holiday or unforeseen event falls on a customer’s scheduled day, service will be performed on the day before or after. Cleaning schedule may be subject to change based on staffing or other unforeseen conditions. In any other instance customer will be contacted by our office.

- 14. Insurance:** Green & Clean maintains appropriate insurance as required by law and will furnish a certificate of insurance, upon customer’s request.

- 15. Indemnification:** Customer shall indemnify and hold harmless Green & Clean and each of its direct or indirect affiliates, partners, officers, members, managers, employees, agents, representatives, successors and assigns from and against all claims or losses which arise out of, relate to, or result from any Customer breach of this Agreement or non-performance of any Customer obligations contained in this Agreement.

Commercial Pool Service Terms & Conditions		 
AG1050	Authority: Vice President	Effective: 10/1/22

- 16. Employee Status:** Personnel supplied by Green & Clean are deemed employees of Green & Clean and will not for any purpose be considered employees or agents of the customer. Customer agrees not to solicit or hire any employee(s) of Green & Clean during the agreement term and for a period of one year from the termination of this agreement. All onsite staff is subject to background and drug testing.

- 17. Statutory and Regulatory Requirements:** Green & Clean shall meet all statutory and regulatory requirements, as applicable. Green & Clean will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

- 18. Mandatory Arbitration:** Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled in arbitration, taking place in Fort Myers, Florida, in accordance with the American Arbitration Association Rules. The decision of the arbitrator shall be final and binding upon the parties and shall be subject to judicial review in accordance with federal law. Judgment may be entered upon the arbitrator's award and may be enforced in any court of competent jurisdiction. To the fullest extent permitted by law, the parties agree to equally share all costs and fees of the arbitration and arbitrator. Unless otherwise provided for under applicable law, each party shall bear the costs and fees of its/his/her own attorney(s) and counsel. A claim shall be deemed barred and forever waived if it is not filed in accordance with the procedures and time limits provided in this Agreement. Further, the arbitrator's authority shall be limited to deciding the case submitted for arbitration and to deciding the enforceability of the arbitration agreement.

- 19. Governing Law:** The laws of the State of Florida shall govern the validity, construction, execution, and performance of this Agreement without regard to principles of conflicts of law.

By signing below, you accept this estimate and agree to proceed with the services identified within this estimate. You further acknowledge and agree to the above terms and conditions. A new or revised estimate will be provided for additional services or changes from the original estimate.

Customer:

Signature: _____

Date: _____



Scope of Work

Paseo11611 Paseo Grande Blvd. Ft. Myers, FL 33912

Fountain Cleaning 2x/month

11/10/23

Every Visit- tasks include:

- Brush Waterline Tile, Skim Surface, Clean Skimmer Basket
- Spot Vacuum/Net Bottom
- Treat, Monitor, and Maintain Chem Levels
- Visually Inspect Equipment and Report Leaks or Malfunction
- Record Chem Levels on DOH Report

2x monthly tasks include:

- Clean filters

1x monthly tasks include

- Brush Sides and Walls
- Vacuum Wall to Wall
- Record Chem Levels on DOH Report: Every Visit



Pool Maintenance Proposal



11980 Paseo Grand Blvd

Fort Myers, Fl. 33912

November 6, 2023

Monthly Price for Our Services

Pool Troopers and our company offerings are described within this proposal and on our website. To keep your aquatic center blue, clear, we recommend servicing 3 days per week. Your weekly service days are typically Monday, Wednesday and Friday

1

A monthly rate of **\$982.00** a) Fountain Entrance

2

Each monthly payment will be due on the first day of the month of service.

3

This price does not include any applicable sales taxes.

4

The hourly rate for additional non-emergency services being performed on a time and material.

The agreement will automatically renew each year, unless either party gives the other party no less than 30 days written notice before the anniversary date of their intention not to renew. If for any reason our level of service fails to meet the requirements of this agreement you may terminate service as explained in this proposal with a 30-day written notice.





About Pool Troopers

Raising the Bar Since 1952.

A long history of success built on the simple principles of hard work and quality service.

We're committed to providing an enjoyable, healthy, and sparkling clean pool for your clients 24 hours a day, 365 days a year. We have grown to be one of the nation's top pool service companies by offering premium, and worry-free service options customized to meet your pool's specific needs.

Pool Troopers offers pool cleaning services for gyms, hospitals, apartments complexes, country clubs, HOAs, rehab centers, and hotels.

Service above self and a shared desire to go the extra mile has been the cornerstone of our Pool Troopers experience from day one.



The Clear Choice for Commercial Pool Service Excellence!

We have been one of the largest and the premiere service provider to commercial customers throughout our 70+ year history. Many of our customers have been with us for years.

OUR SERVICES

Commercial Pool Cleaning

We offer after hour emergency response, daily water testing, expert repair technicians, and best practices cleaning service performed by our well-trained professional technicians.

Commercial Pool Repair, Upgrades & Enhancements

When your commercial pool equipment fails, or your system goes down for any number of reasons Pool Troopers is committed to fixing the problem quickly and efficiently. In addition to repair and maintaining your pool and its equipment, we also provide a wide range of pool system upgrades to improve your pool's operation.

Commercial Pool Maintenance

When it comes to your swimming pool maintenance, we do it all. Our packages can be tailored to fit your specific needs. Trust Pool Troopers to keep your pool clean so you can spend less time cleaning it and more time enjoying it.

Bond and License: We hold a pool contractor's license and are also bonded - which guarantees that your job will be done right.

Quality Control: At Pool Troopers, we train and retain a select group of carefully screened, dedicated professionals who meet our high standards and who subscribe to our philosophy of being customer-driven.

Emergency Coverage: We are here for you after normal business hours. In times of need, when you reach out for assistance, you will be greeted by a caring professional, not voice mail.

Communication: We believe amazing communication is the cornerstone of a strong relationship. Keeping you informed of the condition of your pool environment, as well as state and federal regulation, is our mission and your right.



Scope of Work for Commercial Pool Services

A full description of our services proposed for Paseo CDD is outlined below. This document may be executed by you or your representatives at any time to commence our working relationship.

Janitorial Tasks:

- ✓ Check and Balance Chemistry
- ✓ Brush and Clean Walls
- ✓ Clean Water Surface Debris Removal
- ✓ Clean all Filters, Strainers and Skimmers
- ✓ Determine all Equipment is Fully Operational
- ✓ Perform Additional Customized Site Activities
- ✓ Repair Recommendations & Prompt Quotes
- ✓ All Services Performed are Documented in accordance with Department of Health Requirements
- ✓ Complete Owners Daily Health Logs
- ✓ Effective Communication with Property Manager or on-site Representatives

Water Chemistry Procedures:

- ✓ Full titration testing using DDP for pH, chlorine (free and combined), TA, CYA, TDS and Cal as required during each visit (no test strips will ever be used).
- ✓ The water chemistry will be maintained within the following parameters:
 - pH 7.2 – 7.6
 - FAC 2.0 – 5.0 ppm
 - Combined Chlorine 0.0
 - Alkalinity 80-120 ppm
 - Calcium 200-250 ppm
 - Cyanuric Acid 30-50 ppm
 - TDS < 3,500
 - Salt < 300 ppm (*unless a saline pool*)
 - Phosphates < 500



Chemicals and Supplies Used:

Chemical, supplies, and equipment are provided free of charge within the prescribed plan which may include the following:

Disinfectants

- Sodium Hypochlorite
- Calcium Hypochlorite
- Ultraviolet (UV)

Balancing Agents

- Sodium Bicarbonate
- Hydrochloric Acids
- Calcium Carbonate
- Muriatic Acid
- Sulfuric Acid

Stabilizing Agents

- Cyanuric Acid
- Calcium Chloride

Filter Media

- Diatomaceous Earth
- Wood Pulp Fiber
- Sand
- Zeolite

Instant Communication

Each time our pool professional services your aquatic environment, you will receive an email containing the following information:

- 1 Time and day when service was performed.
- 2 Water chemistry report including pH and chlorine levels.
- 3 Identification of any equipment issues.
- 4 Picture of aquatic environment after each service.



Scope of Work for Commercial Pool Services

You will have peace of mind knowing that **all our technicians are CPO-certified**. Like you, we are very selective about who becomes a member of the team.

Prior to any 'offer of employment', we require that each new applicant undergo a rigorous screening process including:

- ✓ Criminal Background Checks
- ✓ DMV Driving Records
- ✓ Drug Screening



New team members also undergo 30-days of field training where they demonstrate their knowledge under the supervision of a senior-level customer service manager. The bottom line is - no technician services your pool or equipment until they have mastered the skills necessary to meet our Pool Trooper Standards.

Safety First

At Pool Troopers, we take safety seriously. Our responsibility extends beyond the water to encompass all systems, surfaces, and regulations that govern the safe operation of your aquatic facility. This includes:

- Keeping your pool in compliance with all health codes prescribed in Chapter 64E-9
- Performing regular safety inspections each time we are on the property
- Communicating with you any safety or health issues we discover
- Informing you of any upcoming changes to codes and regulations
- Acting as a liaison between you and the Department of Health

Our technicians are trained to report any safety hazard they see on-site.



Meet Our Team!

We're a team of certified and professional pool service technicians and managers committed to extraordinary quality and service. All our technicians go through Certified Pool Operator training to become certified.

We are committed to exceeding your expectations and leaving no room for doubt that Pool Troopers is the clear choice for pool service!



Suzan Keller Commercial Account Manager

When Suzan says, "We've Got Your Back," it's a promise. Perhaps it's her years as a Spirit Director and Coach for local cheer organizations, but she leads her team like a family, who pull together and go the extra mile for our commercial customers. It probably doesn't hurt that she also has over 25-years in the industry and is highly trained in all aspects of pool service.

Mike Dubois

Commercial Branch Manager South Florida

Pool Troopers tend to prefer clear, blue water over skies. With over 19 years in the industry, Mike knows the ins and outs of what it takes to keep a pool splash ready and swim safely. Perhaps it's the fact that Mike is a serious family guy, or that he's a sports nut, but he knows how to rally and cheer his way to a goal. Managing our team of CPO Certified technicians in the daily care and maintenance of your pools, spas, and water features is right up his alley. His team is ready to ensure your pools are safe, and that even the small jobs are done right.



Letter of Intent

To choose Pool Troopers as your Commercial Pool Service partner, simply sign below and return this page to our office by emailing it to **skeller@pooltroopers.com**.

Please note that this proposal is only **valid for 30-days**.

Should you have any questions, please contact us at the numbers below:

Suzan Keller

239-671-2513

PREFERRED LEVEL OF SERVICE:

Total Care Plan: 3 Days per week 1 fountain \$982./Monthly Yes__ No__

Upon acceptance of this proposal, a formal contract will be e-mailed to the appropriate contact person within your organization.

COMMUNITY NAME: Paseo CDD

E-Mail _____

Phone _____ ext. _____

Accepted By _____ Date ____/____/____





FOUNTAIN MANAGEMENT AGREEMENT

This agreement, dated July 1st, 2023, is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER:

Paseo CDD
C/o: Rizzetta & Company
9530 Marketplace Rd #206
Fort Myers, FL 33912
C/o: Belinda Blandon

Both Customer and SWS agree to the following terms and conditions:

1. SWS will provide aquatic management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aquatic sites:

One (1) water feature at community entrance.

2. Customer agrees to pay SWS the following amount during the term of this agreement for these specific waterway management services (as herein defined):

Water Feature (entrance)	\$225.00/ monthly
Management Reporting	included

Water feature will be serviced once a month

3. Schedule of payment: First quarter's payment shall be due and payable upon execution of this agreement; the balance shall be payable in equal quarterly installments. A 1.5% late fee shall apply to any balance past due more than 30 days.
4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
5. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to SUPERIOR WATERWAY SERVICES, INC., 6701 Garden Rd., Suite 1 Riviera Beach, FL 33404. CUSTOMER agrees to pay for all services rendered by SWS to date of termination of contract. SWS reserves the right, under



special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products.

6. This agreement will automatically renew yearly, on the anniversary date, unless terminated by either party with thirty (30) days written notice.

A. Definitions of services referred to in Paragraph 1 are as follows:

Water Feature Maintenance – Clean filters, remove debris, remove, and clean check vales as needed, add chlorine as needed, check water levels and adjust fill vales as needed.

Management Reporting – A comprehensive report filled out each visit for the specific activity performed on the property and provided to the Customer.

10. SWS will provide CUSTOMER with certificates of insurance, which are incorporated herein by reference. During the term of this Agreement and any extension thereof, SWS will maintain no less than the level of insurance provided for in such certificates.

11. This agreement constitutes the entire agreement of SWS and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both SWS and CUSTOMER.

12. This agreement is not assignable to any third party for any reason, without the prior written consent of CUSTOMER.

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER

DATE

Tab 11



1919 Courtney Drive
Suite 7
Fort Myers, FL 33901
Phone: Office 239-278-1151 / Ron's Cell 813-557-3565
License #: BB9500015



PASEO CDD - Security Services
rate increase request.

Tim Gritton, Managing Director

16 November 2023

WEISERSECURITY.COM

Weiser Security Services, Inc.



Weiser Security Services, Inc.

Ms. Kari L. Hardwick
District Coordinator
Rizzetta & Company
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
USA

Re: PASEO CDD - Security Services – Rate Increase Request for 2024

Dear Kari,

Thank you for allowing Weiser Security and our Fort Myers Team to provide for the access control needs at PASEO – CDD. We appreciate the partnership and wish to continue providing excellent service to the community.

As you requested, we are submitting a proposal for an increase for the calendar year 2024. As you know minimum wage is mandated to increase again in September 2024 as it did this year. It is now \$12 p/h and will be \$13 in 2024. To keep up with these increases we are asking for a rate increase that will allow us to pay the security team an additional \$1 p/h as well.

I have also included details on our approach to service similar to what we submitted in 2022. You may find several items of special interest to you throughout the document. We would like to introduce you to our Building Block Approach on the following pages, the fundamentals of our operations.

We practice our Five R's of Employee Engagement in everyday operations, the Right Match, the Right Expectations, Relationship, Recognition, and Respect. This approach helps build people up. It is an alternative that allows us to stand above the rest.

Thank you for learning more about Weiser Security.

Sincerely,

Tom Gritton

Tim Gritton
Fort Myers Managing Director
Weiser Security Services, Inc.



Weiser Security Services, Inc.

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Weiser Security Services, Inc.

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INTRODUCTION

Weiser Security Services, Inc. is among the nation's leaders in physical and digital security services. Pairing trained security officers with the highest level of digital security, we are able to provide custom security solutions that are guaranteed to keep your community, residents and guests safe. The following proposal details how Weiser Security can benefit your business now. Our plan is actionable and based on opportunities we have identified through an in-depth analysis of your current security operations.

Our History

Our success at Weiser Security Services, as measured by our growth, has been a result of a never-changing, uncompromising philosophy on which Earl A. Weiser founded the company.

Earl A. Weiser, a retired New Orleans Police Commander, organized its first intelligence unit, and served as a special investigator for Senator Estes Kefauver's Committee for the Investigation of Organized Crime.

After 20 years in the New Orleans Police Department, he retired in 1956 at the rank of Major. He then worked 14 years in the private security industry before forming Weiser Security Services, Inc. on January 1, 1970.

By 1976, his company had grown to a staff of 30 employees. It was then that his grandson, Mickey Weiser, took over the reins. Mickey has engineered the growth of the company based on 2 major principals, Trust and Respect. Weiser is now a National Company and the premier provider of Total Security Solutions throughout the Southeast. We bring our clients the strength of 4 regional support centers, 26 branch offices and over **5,200 employees** located in strategic cities from Florida to California.

Our success is rooted in our employee-oriented focus, our promise of excellence to our customers and a sustained commitment to innovation in the field of security solutions. Our model pairs highly trained security personnel with advanced technology to provide private security services that are both world-class and cost-effective.

We are proud to be U.S.-owned and operated.

Florida and our Fort Myers Area Operations

Weiser Security Services maintains 6 Branch Offices within the State and a Regional Hub in Palm Beach County. We have offices in Fort Myers and Tampa along with



Miami, Orlando, Jacksonville and West Palm Beach. Throughout the state we have over **1500 security personnel** servicing our 250 plus client accounts.

Throughout the Florida Gulf Coast, we provide service to 40 plus gated residential communities from 180 to over 3000 homes. From our Fort Myers office, we provide service to 50 clients throughout Collier, Lee, Charlotte, Glades, Hendry and Monroe Counties. Of those clients, 30 are residential communities **We have 240 security officers throughout our Fort Myers Region and 10 management and Supervisory personnel.**



Weiser Experience Securing the Residential Industry

Within Florida and specifically the West Coast area to include Fort Myers, Weiser has been securing Residential Communities and providing Access Control for the past 40 years. Locally we service over 30 communities and provide access control to all our local clients. Weiser Security works closely with property management companies, residents, security directors and boards of directors to provide cost effective services and solutions. Today, more than ever, our customers are searching for new ways to help the residents stay safe while looking to reduce the cost of their security programs.

Weiser Security's residential security services include:

- Move in/out support
- Access control – Visitor Management Software
- Access to restaurants/golf courses
- Lock/unlock support
- Package control
- Concierge service
- Evacuation support
- Public agency response support
- Construction gate management
- Pedestrian traffic
- Lost and found management
- Alarm system monitoring/response
- Vehicle FOB management
- Security system testing

- Special event coordinator
- Vendor access control
- Golf cart patrols
- Resident transport services

Site specific training is conducted at the site and developed based on comprehensive meetings with the client to determine what should be captured in training. Different types of residential security training include:

- Greeting residents in a polite and professional manner
- Traffic control
- Gate access control
- Enforcing policies and procedures
- Maintaining access information for residents
- Visitor passes and information
- Proprietary information
- Writing incident reports with great attention to detail
- Patrols/deterring theft/duties during patrol
- Concierge services
- Extensive knowledge of emergency preparedness, fire prevents, national disasters
- Dealing with difficult people
- Building alarms
- City police/fire response assistance
- Parties and special events
- Safety



THE WEISER DIFFERENCE

At Weiser, we attribute our proven success to the strength of our employees. We follow a recruiting and screening driven hiring approach that guarantees the placement and retention of security professionals that are motivated, qualified and custom fit for each of our clients unique security needs.

STRATEGY

Our hiring approach was created using the following set of strategic principles. These principals allowed us to maintain focus on the employee as opposed to the employee training. We can ensure the continued success of our clients by giving employees a work environment that allows them to thrive personally and professionally.

1. The right match
2. The right expectations
3. Relationship
4. Recognition
5. Respect

Approach

We use a building block approach that is based on a foundation built by hiring the right employees. Unlike our competitors, we focus on people first. Our screening process is the most rigorous in the industry. Candidates must pass 12 background standards, 16 physical and mental standards and a 16 step selection process. We provide various elements of training which begin before the officer is placed in the field. Our supervision and quality control programs provide on-going support to employees to ensure that services are consistently being upgraded and all working relationships are successful.





INVESTMENT DETAILS AND TERMS

Based on your investment in technology we have modified our coverage to 112 hours per week. We have also included pricing until the conversion is complete.

Based on the current employment environment we have raised wages in the Fort Myers Area to \$15.00 per hour for security officers.

INVESTMENT DETAILS (Current Rate through 2023)

POSITION	HPW	PAY RATE	BILL RATE
Security Officer - Evenings and Weekends	72	\$15.00	\$20.81
Captain - Day Shift	40	\$16.00	\$22.20
TOTAL/AVERAGE	112	\$15.36	\$21.31
Weekly Billing Rate			\$2,386.72
Annual Billing Rate			\$125,030.03

INVESTMENT DETAILS (Proposed Rate Increase for 2024)

POSITION	HPW	PAY RATE	BILL RATE
Security Officer - Evenings and Weekends	72	\$16.00	\$22.32
Captain - Day Shift	40	\$17.00	\$23.71
TOTAL/AVERAGE	112	\$16.36	22.82
Weekly Billing Rate			\$2,555.84
Annual Billing Rate			\$133,911.41

INVESTMENT TERMS

Included at no additional cost:

- Weiser Web Portal Management System where internet is available.

Overtime rates of 1.46 times the above will be billed for six holidays and any additional coverage requested where overtime is incurred.

Prices are net of any applicable sales taxes currently 6.5% for which we have no control over such changes.

EMPLOYEE HIRING

Recruiting and screening are the foundation of the Weiser building block approach. We focus on recruiting and screening people who are motivated similar to the most successful security officers.

RECRUITING

Weiser Security has built the largest database in the world of psychometric and biographic data on security officers in the work place. Research shows that productive security officers don't work just because of the money. These qualified individuals are motivated by the need to be helpful and to be of service.

We don't rely on traditional recruiting methods to source potential employees. Instead, we have developed strategic sources of applicant flow. Listed below are just a few of the sources we tap into for successful officer candidates.

- Employee referrals
- Recruiting cards
- Military out placement
- AARP
- Catholic Charities
- Veterans Services

SCREENING

Standard screening doesn't detect unrevealed personality traits that may cause problems on the job. Many people can do a job, but don't because they do not possess the proper motivation. We developed a screening assessment tool that we call InnerView™. InnerView™ is an objective second opinion for selecting and placing security officers who have strong customer service skills. InnerView™ ranks individual personality and motivation and has the ability to determine suitability for particular assignments. Our goal is to match each officer with the particular needs of each post. Since 1991, we have had incredible success using this proprietary testing system which is the only officer performance and assignment profile tool in the industry.



- Screens in the best customer service skills and strongest work ethic.
- Screens out problems, absenteeism, and dishonesty.
- Determines ability for public contact, working alone, activity and attention to detail.
- Estimates turnover risk

SELECTION

We are highly selective when choosing employees in order to ensure a greater chance of success. On average, only 9 out of 100 applications are selected to move forward in the hiring process. We are considered to be pioneers in the field of validated research and psychological profiling of security officers. Our scientific profiling is based on many areas of selectivity:

- Workplace problems
- Work ethics
- Reliability
- Dependability

Our aim is to improve employee performance and lower turnover risk. Every employee file is:

1. Investigated by the Branch Staff
2. Double checked for accuracy by the Corporate Selection Controller to ensure our standards are met.

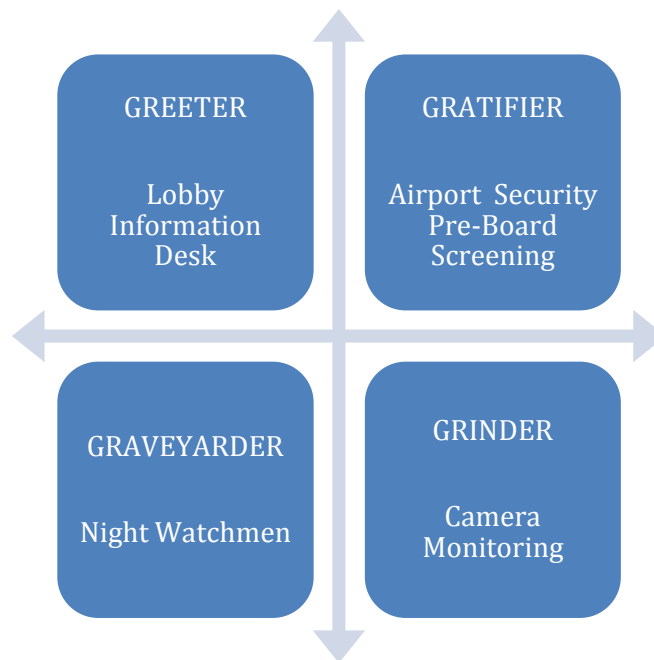
PLACEMENT

InnerView™ uses two different profiles. The first profile is selection. If a candidate passes selection, they are then profiled for placement. **InnerView™** placement is based on two variables universal to all posts, which are:

The importance of interpersonal skills - If a post requires a great deal of public contact, the officer should possess a higher level of social skills, and vice versa.

Activity level - The more complex the duties, the more attentive to detail the employee must be, and vice versa.

Combining these two dimensions allows us to classify four types of post assignments. In turn, these describe four distinct “types” of security officers. Officers who are comfortable with their posts report more job satisfaction, which contributes to better performance, lower turnover, and fewer problems all around.





BENEFITS

Weiser Security is proud to provide employees a comprehensive benefits package. Providing employees with a work environment that supports their personal needs creates a sense of future and belonging. Weiser provides employees the following work place benefits.

- Uniforms and equipment furnished at no cost
- Holiday bonus
- 401 (k) plan
- Direct deposit
- Skylight™ debit card
- Employee referral incentive
- New business lead bonus
- Paid vacation
- Anniversary awards
- Holiday pay

HEALTH BENEFITS OFFERED

- Medical/Health Insurance
- Dental
- Vision
- Life Insurance



SUPERVISION

Our management and supervision practices help us foster positive relationships with our officers. We employ stable, professional managers who create meaningful partnerships with officers in order to increase employee satisfaction and productivity. Each shift, each site is visited each week including weekends. Visits are frequent and meant to encourage communication and prevent a sense of isolation for officers in the field.

REPORTING

Monthly Client Service Call Reports, done face to face, are created with the client and management staff. These reports are used as a tool to develop action plans that help address any issues or concerns.

Officer Contact Reports and Field Supervisor To Do Lists are completed daily to ensure constant communication between management and officers.

MANAGEMENT PRACTICES

Weiser account management is localized and service-driven. Unlike competitors, Weiser management is incentivized based on client retention and quality of service. All levels of our Operations Team are available to clients and officers 24/7. Our goal is to create quality face to face time with officers and clients. The lines of communication are kept open with each post for each shift, each week, weekdays and weekends. A description for management positions are outlined below.

FIELD-SITE SUPERVISOR

- Daily client communication
- Trained on each position
- Available for emergencies and back-up
- Responsible for officer management and scheduling
- Liaison between Weiser Operations Team and field officers

ACCOUNT MANAGER

- Face to face client communication every month
- Assists in development of site procedures
- Makes monthly service calls
- Responsible for officer selection, training and emergency response

BRANCH MANAGER

- Face to face communication with clients every four months (or three months depending on size)
- Responsible for all account operations
- Reviews client activities and creates action plans for monthly service calls
- Coordinates and develops procedures and site specific training
- Responsible for quarterly review of policies
- Available for emergency response
- Responsible for selection and training of employees

REGIONAL VICE PRESIDENT

- Face to face communication with clients two times per year (or three months depending on size)
- Responsible for management of an average of six branches
- Reviews operational reports
- Implements and monitors action reports
- Evaluates performance of Operations Team and on-site security personnel

TRAINING

Weiser officer training is conducted by a manager or supervisor only. Every officer goes through a comprehensive security and customer service training program consisting of four main types of training.

1. Pre-site training
2. On-the-job training
3. In service training
4. Online training

PRE-SITE TRAINING

- Classroom training which takes place before officer assignment
- Integrates lectures and video in a classroom setting
- Sets employee expectations

ON-THE-JOB TRAINING

- Introduces officer to his new work environment
- On-site training customized for each client
- Post orders test must be successfully completed before officers are allowed to work



IN-SERVICE TRAINING

- Officer evaluations and testing take place multiple times throughout the year
- Officers work with management to set quantifiable and attainable training goals

ONLINE TRAINING

- Continuing education and officer training through proprietary multimedia web based training program
- On-line training can be tracked by management
- Certificates of completion are awarded to each officer upon successful completion of each session



Special Training Topics for PASEO CDD - SECURITY SERVICES

RESIDENTIAL SECURITY

- Personally greet residents, visitors
- How to handle deliveries
- Document entry and exit
- Document license plates
- Visitor passes
- Emergency vehicle procedures
- Disaster procedures
- Customer service techniques
- Well-groomed appearance
- Operate electronic equipment



QUALITY CONTROL

Our quality control plan guarantees the successful selection, placement, training and supervision of security officers. Weiser employees who are selected to join your team are engaged in their work and are 100% committed to protecting your business and its assets.

We believe the level of service we provide for our clients can be measured. We've broken down broad security principals into smaller, manageable and measurable pieces that we call leading and lagging indicators. These indicators are all based on positive business outcomes from 20 years of data.

For example, one of our measurable items is Span of Control. We measure how many accounts and hours per week each manager is responsible for servicing. We know from experience that if our managers are tasked with too many accounts then quality suffers. Some other indicators that we measure and publish include payroll Errors per 100 employees, New Hire to Applicant Ratio and Quality Officer Contacts.

Our Statistical Quality Control Program is a red-flag system. We know problems will begin when the tolerances are out of sync. It helps keep us focused on areas that need improvement and it enhances the level of quality service for you.

CLIENTPOINT DOWNLOAD RECEIPT

DOWNLOADED: 11-15-2023

CLIENTPOINT ID: 946682

Tab 12

PROFESSIONAL SERVICES AGREEMENT

SECTION 1 – GENERAL

THIS IS AN AGREEMENT made as of _____, 2023, between **Paseo Community Development District** (“CLIENT”) and **Passarella & Associates, Inc.** (“CONSULTANT”).

This Agreement is for GIS Services for the Paseo CDD (“Project”) located in Lee County, Florida.

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional ecological services (“Services”) by CONSULTANT with respect to the Project and the payment for those services by CLIENT as set forth below.

CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of CLIENT and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

SECTION 2 – SCOPE OF SERVICES

Execution of this Agreement by CONSULTANT and CLIENT constitutes CLIENT’S written authorization to CONSULTANT to proceed on the date first above written with the Services described in Exhibit A, (“Scope of Services”) and in the other exhibits listed below. This Agreement will become effective on the date first above written.

SECTION 3 – COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled “Scope of Services,” the CLIENT shall compensate the CONSULTANT as provided in Exhibit B.

For Reimbursable Expenses, in addition to payments provided for CONSULTANT and CONSULTANT’S Sub-Consultants, CLIENT shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT as set forth in Exhibit B.

Invoices for CONSULTANT’S services, Sub-Consultants, and Reimbursable Expenses will be prepared in accordance with CONSULTANT’S standard invoicing practices and will be submitted to CLIENT by CONSULTANT at least monthly. The amount billed for these services will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT’S invoice, CONSULTANT may, after giving seven day’S written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the CLIENT or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date of termination on the basis specified in Exhibit B including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the charges of CONSULTANT’S Sub-Consultants employed to perform or furnish services to the extent such

services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for all unpaid Reimbursable Expenses.

SECTION 4 – STANDARD OF PERFORMANCE

The standard of care for all professional consulting and related services furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT’s profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in conjunction with CONSULTANT’s services.

SECTION 5 – LIMITATION OF LIABILITY

CONSULTANT’s total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including CONSULTANT’s professional negligent acts, errors, or omissions, shall not exceed the CONSULTANT’s compensation, and CLIENT hereby releases and holds harmless CONSULTANT from any liability above such amount.

SECTION 6 – COUNTERPARTS

This Agreement may be executed in counterparts, each of which may be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

SECTION 7 – EXHIBITS

This Agreement is subject to the provisions of the following Exhibits (if checked) which are attached to and made a part of this Agreement:

- Exhibit A. “Scope of Services”
- Exhibit B. “Compensation”
- Exhibit C. “Consultant’s Hourly Rate Schedule”
- Exhibit D. “Reimbursables”

IN WITNESS WHEREOF, the parties warrant and represent that they are authorized to enter into this Agreement for Professional Services. CLIENT hereby authorizes the performance of the services in Exhibit A and agrees to pay the charges resulting therefrom as identified in Exhibit B. As CLIENT or CLIENT’s legal representative, I have read, understand, and agree to the business terms and conditions contained herein including the CONSULTANT’s Limited Liability printed on Page 1 of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

CLIENT:
Paseo Community Development District

CONSULTANT:
Passarella & Associates, Inc.

Signature
By: _____
Name Typed or Printed
Title: _____

Signature
By: Kenneth C. Passarella
Name Typed or Printed
Title: President

Address for giving notices:
Paseo Community Development District
c/o Rizzetta & Company
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
Phone: (239) 936-0913
Fax: () -

Address for giving notices:
Passarella & Associates, Inc.
13620 Metropolis Avenue, Suite 200
Fort Myers, Florida 33912
Phone: (239) 274-0067
Fax: (239) 274-0069

Attest: _____
Signature
(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State of _____
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public
Name typed, printed or stamped

(Seal)

EXHIBIT A

Exhibit A consisting of four (4) pages referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2023.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:

CLIENT _____

CONSULTANT _____

SCOPE OF SERVICES

<u>Task</u>	<u>Description</u>
1.0	2024 GIS Services
1.1	Create and update GIS Database and Web Application for Paseo CDD. Data layers include: Parcels <ul style="list-style-type: none">• STRAP Number• Owner Name• Owner Address• Site Address• Approximate Acreage• Hyperlink to LEEPA Hydrology Data <ul style="list-style-type: none">• Drainage Flow Direction Street Lights <ul style="list-style-type: none">• Location (including new locations provided by Client)• ID Number (where available)• Hyperlink (Lighting Design Plan) Man Holes <ul style="list-style-type: none">• Location• ID Number (where available) Lift/Pump Stations <ul style="list-style-type: none">• Location• ID Number (where available)• Hyperlink (Specifications)

Task

Description

Lakes

- ID Number (where available)
- Perimeter
- Area
- Acre

Lake Bank Maintenance Areas

- Location
- Type
- Completion Date
- Size

Preserve Area

- Location
- Type (Wetland, Upland, Upland Buffer)
- ID Number (where available)
- Perimeter
- Area
- Acre

Drainage Pipes and Structures

- Location
- Type
- Size
- ID Number (where available)

Yard Drainage

- Location
- Type
- Size

Water Drainage System (Green, Yellow, Red color scheme)

- Location
- ID Number (where available)
- Drainage Structure (Condition and Status)
- Drainage Pipe (Condition and Status)

Irrigation Assets

- Pump Stations (data provided by Client)
- Valves
- ID Number (where available)
- Mainlines (location and size)

Task

Description

Edge of Pavement

- Name
- Maintained By
- Perimeter
- Area
- Acre

Sidewalks

- Location
- Maintained By
- Perimeter
- Area
- Acre

Easements

- Type
- ID Number (where available)
- Location
- Size

Wells

- Location
- ID Number (where available)

Fountains

- Location
- ID Number (where available)

MISC. Assets

- Gazebo
- Fishing Pier
- Bench Pad

Fiber Optic

- Cabinet
- Vault
- MDF
- PED
- Splice Point
- Cables

PLATs and Construction Documents

- Name
- Location
- Hyperlink

Task

Description

Lot and Site Number

- Location
- Label

Street/Traffic Signs

- Stop Signs
- Yield Signs
- Speed Limit Signs
- Roundabout Signs
- Pedestrian Crossing Signs
- No Outlet Signs
- Speed Bump Signs
- Entrance/Custom Signs

Alligator Signage

- Location
- ID

Dog Waste Stations

- Location
- ID

Monuments

- Location
- Community Names

Pathway Lights

- Location
 - ID
-

EXHIBIT B

Exhibit B consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2023.

Initial:

CLIENT _____

CONSULTANT _____

COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services," the CLIENT shall compensate the CONSULTANT as follows:

Task	Description	Fee Type	Amount
1.0	2024 GIS Services	T&M	\$11,500.00
Total:			\$11,500.00

Fee Type Definition:

Time and Materials (T & M): For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's hourly rate schedule in effect at the time the services are rendered. The current hourly rate schedule is included as Exhibit C of this Professional Services Agreement. CONSULTANT shall provide CLIENT with CONSULTANT's annual increases to the current standard billing rate 30 days prior to incurring costs under any rate increases.

EXHIBIT C

Exhibit C consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2023.

Initial:

CLIENT _____

CONSULTANT _____

CONSULTANT'S HOURLY RATE SCHEDULE

GIS Manager	\$175.00/hr.
GIS Analyst III	\$150.00/hr.
GIS Analyst II	\$130.00/hr.
GIS Analyst I	\$110.00/hr.
Administrative Assistant III	\$ 95.00/hr.
Administrative Assistant II	\$ 80.00/hr.
Administrative Assistant I	\$ 65.00/hr.
Reimbursable Expenses	Cost

EXHIBIT D

Exhibit D consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated _____, 2023.

Initial:

CLIENT _____

CONSULTANT _____

CONSULTANT'S REIMBURSABLES

Bond (line dwg. with no aerials or other graphics)	\$10.00 (24x36); \$20.00 (36x48); \$25.00 (36x62) Other sizes – \$1.67 per square foot *Mounted Billed at Cost
Aerial Photos	\$30.00 (24x36); \$60.00 (36x48); \$75.00 (36x62) Other sizes - \$5.00 per square foot *Mounted Billed at Cost
Color Photos	\$2.75 (8x11); \$3.00 (8x14); \$3.50 (11x17)
Xerox	\$0.15 (8x11); \$0.25 (8x14); \$0.35 (11x17)
Courier	Billed at Cost
FedEx/Overnight Delivery	Billed at Cost

Tab 13

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**PASEO
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Paseo Community Development District was held on **Wednesday, October 25, 2023 at 10:00 a.m.** at the Paseo Village Center, located at 1611 Paseo Grande Boulevard, Fort Myers, Florida 33912.

Present and constituting a quorum:

Steven Brown	Board Supervisor, Chairman
Sharon Schulman	Board Supervisor, Vice Chair
David Cabell	Board Supervisor, Assistant Secretary
Debra Johnson	Board Supervisor, Assistant Secretary
Ian Noy	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Kari Hardwick	District Coordinator, Rizzetta & Company, Inc.
Andrew Cohen	District Counsel
	Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
John Fowler	Landscape Inspection Services, Rizzetta & Company, Inc.
Frank Savage	Barraco & Associates, Inc.
Ted Galeno	Pinnacle Landscapes
Audience	

FIRST ORDER OF BUSINESS

Call to Order

Ms. Blandon called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Public Comment

Mr. Brown stated for the record that no audience members had signed in to speak.

THIRD ORDER OF BUSINESS

District Engineer Staff Report

Mr. Savage provided an overview of the DOT standards and exhibit provided by Barraco & Associates related to the installation of rumble strips in Esperanza; he advised that the City has provided conceptual approval. Mr. Cabell recommended extending the rumble strips across the street in order to avoid drivers maneuvering around them. Ms. Schulman inquired as to whether an Order of Magnitude has been developed. Mr. Savage advised that an Order of Magnitude has not been developed although the Barraco & Associates fee would likely be \$7,500 and then additional costs for the permitting and

49 construction. Mr. Noy inquired as to whether a traffic study has been conducted as well as
50 inquiring as to the criteria for traffic calming devices. Board discussion ensued. The Board
51 provided direction to Mr. Savage to obtain estimates for construction prior to moving forward
52 with permitting.

53
54 Mr. Savage advised that the milling and repaving at the South end of the bridge has
55 been completed and looks good. He further advised that his office continues to locate fluid
56 spills.

57
58 Ms. Schulman advised that she met with Ms. Abbott and a process for reporting fluid
59 spills has been developed.

60
61 **FOURTH ORDER OF BUSINESS** **Review of October 09, 2023 Landscape**
62 **Inspection Report**

63
64 Mr. Fowler provided an overview of the October 09, 2023 Landscape Inspection
65 Report, highlighting items of concern within each Zone.

66
67 Mr. Cabell stated that the landscaping looks to be on a good path.

68
69 Mr. Noy asked Mr. Fowler to provide a 2023 report card for Pinnacle. Mr. Fowler
70 advised that Pinnacle does a great job.

71
72 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2024-01,**
73 **Amending the Budget for Fiscal Year**
74 **2022/2023**

75
76 Ms. Blandon provided an overview of the resolution, advising that the Amendment
77 provides for a \$30,000 increase. She asked if there were any questions. There were none.

78

On a Motion by Ms. Schulman, seconded by Mr. Brown, with all in favor, the Board Adopted Resolution 2024-01, Amending the Budget for Fiscal Year 2022/2023, for the Paseo Community Development District.

79
80 **SIXTH ORDER OF BUSINESS** **Consideration of Superior Waterway**
81 **Proposal for Repair of the Water**
82 **Feature Motor (Penzance & Palomino)**

83
84 Ms. Blandon advised that the proposal from Superior Waterway is \$23,396.00; she
85 advised that Ms. Hardwick was able to obtain one additional proposal from Fountain Kings,
86 totaling \$32,000.00. Ms. Blandon asked if there were any questions. There were none.

87

On a Motion by Mr. Noy, seconded by Ms. Schulman, with all in favor, the Board Approved the Superior Waterway Proposal for Repair of the Water Feature Motor, totaling \$23,396.00, Subject to Preparation of an Agreement by Counsel, for the Paseo Community Development District.

88
89 **SEVENTH ORDER OF BUSINESS** **Review of Asset Items/Capital Project**
90 **Summary**
91

92 Ms. Blandon advised that the worksheet has been updated per the workshop and
93 discussion regarding priorities. Mr. Cabell advised that he would like to see work complete
94 on the stone façade at the gazebos. Ms. Hardwick advised that she is reaching out to
95 vendors.

96
97 **EIGHTH ORDER OF BUSINESS** **Consideration of the Minutes of the**
98 **Board of Supervisors' Meeting held on**
99 **September 27, 2023**
100

101 Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on
102 September 27, 2023 and asked if there were any questions, comments, or changes to the
103 minutes as presented. Ms. Johnson noted a typo on line 214.
104

On a Motion by Mr. Brown, seconded by Ms. Schulman, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on September 27, 2023, Subject to the Correction Noted on the Record, for the Paseo Community Development District.

105
106 **NINTH ORDER OF BUSINESS** **Consideration of the Operations and**
107 **Maintenance Expenditures for the**
108 **Month of August 2023**
109

110 Ms. Blandon advised that the Operations and Maintenance expenditures for the
111 period of August 1-31, 2023 totaled \$125,988.79 and asked if there were any questions.
112 There were none.
113

On a Motion by Mr. Brown, seconded by Ms. Schulman, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Month of August 2023, totaling \$125,988.79, for the Paseo Community Development District.

114
115 **TENTH ORDER OF BUSINESS** **Staff Reports**
116

- 117 A. District Counsel
118 Mr. Cohen provided an update related to the demand letters that have been
119 sent. He further advised that he has been made aware of another resident
120 who has painted light poles and inquired as to whether a demand letter
121 should be sent. The Board asked that Mr. Cohen send a demand letter to
122 the resident.
123
124 B. District Manager
125 Ms. Blandon advised that the next meeting of the Board of Supervisors is
126 scheduled for Wednesday, December 6, 2023 at 10:00 a.m.
127

128 Ms. Blandon advised of an incident at the exit gate where the gate arm
129 came down on a mulch delivery truck causing damage to the exit arm.
130 Discussion ensued regarding early deliveries and creating a policy. The
131 Board directed District Counsel to work with Management to draft a policy
132 for review.
133

134 Ms. Blandon provided an update related to the trip and fall litigation,
135 advising that various individuals are being scheduled for depositions.
136

137 **ELEVENTH ORDER OF BUSINESS**

Supervisor Requests

138
139 Ms. Blandon opened the floor to Supervisor requests.
140

141 Ms. Johnson advised that the Master Association is working on the engineering
142 related to the land sale. She further inquired as to communication related to after-hours
143 irrigation concerns. Ms. Blandon advised that the Associations and/or their landscape
144 vendor can reach out to Pinnacle landscapes for emergencies.
145

146 Mr. Cabell inquired as to the next mulch application. Mr. Brown advised that it will
147 likely be January. Ms. Hardwick advised that she is planning to bring proposals to the
148 December meeting.
149

150 Mr. Brown inquired as to the status of the entry yield sign and the kiosk being
151 moved. Ms. Hardwick advised that AdvanceTek is likely waiting for the fabrication of the
152 Izarra Way blade and the Roundabout signage so that all can be completed in one visit.
153 She further advised that she is working with TEM to obtain a proposal to move the kiosk.
154

155 Ms. Johnson and Mr. Cabell reminded Staff that they will be unavailable for the
156 December meeting.
157

158 **TWELFTH ORDER OF BUSINESS**

Adjournment

159
160 Ms. Blandon advised there was no further business to come before the Board and
161 asked for a motion to adjourn the meeting.
162

On a Motion by Mr. Brown, seconded by Ms. Schulman, with all in favor, the Board adjourned the meeting at 10:50 a.m., for the Paseo Community Development District.

163
164
165 _____
166 Secretary/Assistant Secretary

_____ Chairman/Vice Chairman

Tab 14

PASEO COMMUNITY DEVELOPMENT DISTRICT

District Office · Ft. Myers, Florida · (239) 936-0913
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.paseocdd.org

Operation and Maintenance Expenditures September 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2023 through September 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$172,453.78**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Paseo Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Advancetek Services, Inc.	100448	230803-SS-00	Labor, Materials, Equipment 50% Deposit 08/23	\$ 1,169.50
Advancetek Services, Inc.	100458	230822R1-TS-00	Design Project - 50% Deposit 09/23	\$ 2,400.00
Ameri-Scape of SW Florida, Inc.	100459	58217	Tree Stump Removal & Disposal 08/23	\$ 8,120.00
Barraco and Associates, Inc.	100449	26524	Engineering Services 07/23	\$ 1,151.25
CenturyLink	20230906-1	311416420 09/23 ACH	Telephone Service 09/23	\$ 542.15
City of Fort Myers	20230925-1	1-015317-00 08/23	Compactor 11604 Paseo Grande Blvd 08/23	\$ 3,854.44
Crystal Clean Inc.	100460	N6361	Cleaning Services 09/23	\$ 1,043.21
David W Cabell	20230905-3	DC082323 ACH	Board of Supervisors Meeting 08/23/23	\$ 200.00
Debra Johnson	20230905-1	DJ082323 ACH	Board of Supervisors Meeting 08/23/23	\$ 200.00
Egis Insurance Advisors, LLC	100450	19270	Policy #100122649 10/01/2022-10/01/2023 Added Property	\$ 115.00
Egis Insurance Advisors, LLC	100457	19852	GL/Property/POL 10/01/23-10/01/24	\$ 45,226.00
Florida Power & Light Company	100456	FPL Summary 08/23 300	FPL Summary 08/23	\$ 14,239.43

Paseo Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Power & Light Company	20230925-2	28467-91263 08/23	11170 Paseo Dr. #SL 08/23	\$ 48.75
Florida Power & Light Company	20230925-2	76250-95372 08/23	11047 Esteban Dr. #FNTN 08/23	\$ 626.35
Hands Free Security, LLC	100441	13699851	Service Call 08/23	\$ 1,239.77
Hands Free Security, LLC	100441	13699859	Exit Gate Service Call 08/23	\$ 1,503.53
Hands Free Security, LLC	100441	13699939	Entrance Gate Service Call 08/07/23	\$ 240.00
Hands Free Security, LLC	100461	13700132	Exit Gate Service Call 09/23	\$ 155.00
Hands Free Security, LLC	100461	13700146	Guest Gate Service Call 09/23	\$ 458.21
Hands Free Security, LLC	100469	13700246	Entrance Gate Service Call 09/23	\$ 155.00
Hands Free Security, LLC	100469	13700275	Entrance Gate Service Call 09/23	\$ 957.05
Hotwire Communications, LTD	100462	30210660 09/23	Internet Services 09/23	\$ 229.99
Ian Y Noy	20230905-2	IN082323 ACH	Board of Supervisors Meeting 08/23/23	\$ 200.00

Paseo Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Johnson Engineering, Inc.	100451	20097877-023 -11	WUP Compliance Monitoring Svcs Through 08/20/23	\$ 1,055.00
Persson, Cohen & Mooney, P.A.	100463	4054	Legal Services 08/23	\$ 4,762.63
Persson, Cohen & Mooney, P.A.	100463	4112	Legal Services 08/23	\$ 149.50
Pinnacle Landscapes, Inc.	100445	15499	Irrigation Repairs 07/23	\$ 2,076.00
Pinnacle Landscapes, Inc.	100452	15477	General Monthly Maintenance 08/23	\$ 27,643.50
Pinnacle Landscapes, Inc.	100452	15519	Hurricane Idalia Prep 08/23	\$ 4,454.00
Pinnacle Landscapes, Inc.	100464	15530	Sink Hole Repair 09/23	\$ 1,105.00
Pinnacle Landscapes, Inc.	100464	15531	Plant Replacement 09/23	\$ 1,696.00
Pinnacle Landscapes, Inc.	100464	15539	Floratam Installation 09/23	\$ 1,400.00
Pinnacle Landscapes, Inc.	100464	15539	Floratam Installation 09/23	\$ 79.00
Pinnacle Landscapes, Inc.	100470	15544	Clusia Hedge Stake Up 09/23	\$ 260.00

Paseo Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pinnacle Pest Management Services, Inc.	100446	7631	Pest Control 08/23	\$ 67.41
Pinnacle Pest Management Services, Inc.	100471	7731	Pest Control 09/23	\$ 67.41
Pinnacle Pest Management Services, Inc.	100471	7737	Bee Removal 09/23	\$ 185.00
Provencia at Paseo	100465	09062023	Reimbursement for Hog Trapping 09/23	\$ 340.00
Rizzetta & Company, Inc.	100440	INV0000082993	Personnel Reimbursement 08/18/23	\$ 2,698.68
Rizzetta & Company, Inc.	100443	INV0000083309	Personnel Reimbursement 09/23	\$ 3,526.28
Rizzetta & Company, Inc.	100444	INV0000083284	District Management Fees 09/23	\$ 12,064.17
Rizzetta & Company, Inc.	100454	INV0000083332	Out of Pocket Expenses 08/23	\$ 50.00
Rizzetta & Company, Inc.	100455	INV0000083395	Personnel Reimbursement 09/15/23	\$ 2,769.42
Sharon E. Schulman	20230905-5	SS082323 ACH	Board of Supervisors Meeting 08/23/23	\$ 200.00
Solitude Lake Management, LLC	100466	PSI011199	Lake & Pond Maintenance Services 09/23	\$ 2,367.87
Steven A. Brown-Cestero	20230905-4	SB082323 ACH	Board of Supervisors Meeting 08/23/23	\$ 200.00

Paseo Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Suntech Electrical Contractors, Inc.	100467	5484-85	Lighting Repair 07/23	\$ 325.00
Tim Amann Pressure Cleaning	100472	TA15874172	Pressure Cleaning 09/23	\$ 3,900.00
Tower Compactor Rentals, LLC	100447	RENTAL-23-17015	Trash Compactor 09/23	\$ 333.90
Weiser Security Services, Inc	100442	1125578	Guard Weekly Billing 08/04/23-08/10/23	\$ 2,408.56
Weiser Security Services, Inc	100442	1126435	Guard Weekly Billing 08/11/23-08/17/23	\$ 2,408.56
Weiser Security Services, Inc	100453	1127607	Guard Weekly Billing 08/18/23-08/24/23	\$ 2,408.56
Weiser Security Services, Inc	100468	1128635	Guard Weekly Billing 08/25/23-08/31/23	\$ 2,408.56
Weiser Security Services, Inc	100468	1129654	Guard Weekly Billing 09/01/23-09/07/23	\$ 2,560.58
Weiser Security Services, Inc	100473	1130952	Guard Weekly Billing 09/8/23-09/14/23	<u>\$ 2,408.56</u>
Report Total				<u>\$ 172,453.78</u>

PASEO COMMUNITY DEVELOPMENT DISTRICT

District Office · Ft. Myers, Florida · (239) 936-0913
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.paseocdd.org

Operation and Maintenance Expenditures October 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2023 through October 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$183,823.72**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Paseo Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ameri-Scape of SW Florida, Inc.	100488	EST22051	Tree Stump Removal & Disposal 10/23	\$ 200.00
CenturyLink	20231004-1	311416420 09/23B ACH	Telephone Service 09/23	\$ 545.14
City of Fort Myers	100486	1-015317-00 09/23	Compactor 11604 Paseo Grande Blvd 09/23	\$ 3,834.81
Crystal Clean Inc.	100496	N6430	Cleaning Services 10/23	\$ 916.00
Curbking Construction Corp, Inc	100479	10758	Mobilization & Paver Reset 05/23	\$ 15,657.50
David W Cabell	20231002-3	DC092723 ACH	Board of Supervisors Meeting 09/27/23	\$ 200.00
Debra Johnson	20231002-4	DJ092723 ACH	Board of Supervisors Meeting 09/27/23	\$ 200.00
Florida Department of Revenue	100493	46-8015667667-8 09/23	Sales Tax 09/23	\$ 135.68
Florida Power & Light Company	100487	28467-91263 09/23	11170 Paseo Dr. #SL 09/23	\$ 45.59
Florida Power & Light Company	100487	76250-95372 09/23	11047 Esteban Dr. #FNTN 09/23	\$ 584.53
Florida Power & Light Company	100487	FPL Summary 09/23 300	FPL Summary 09/23	\$ 11,503.21
Golden Golf Services, LLC	100489	6936	Mulch Installation 06/23	\$ 25,891.20

Paseo Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Grau & Associates, P.A.	100495	101023-300	Audit Confirmation FYE 09/30/23	\$ 35.00
Hands Free Security, LLC	100480	13700336	Exit Gate Service Call 09/23	\$ 1,458.77
Hands Free Security, LLC	100497	13700507	Transponders 10/23	\$ 3,017.50
Hotwire Communications, LTD	100498	30210660.43	Internet Services 10/23	\$ 229.99
Ian Y Noy	20231002-1	IN092723 ACH	Board of Supervisors Meeting 09/27/23	\$ 200.00
Johnson Engineering, Inc.	100490	20097877-023-12	WUP Compliance Monitoring Svcs Through 09/17/23	\$ 1,055.00
Paseo CDD	DC102623	DC102623	Debit Card Replenishment	\$ 159.61
Persson, Cohen & Mooney, P.A.	100491	4186	Professional Services 09/23	\$ 3,521.78
Pinnacle Landscapes, Inc.	100504	15512	Irrigation Repairs 08/23	\$ 3,765.00
Pinnacle Landscapes, Inc.	100492	15569	General Monthly Maintenance 09/23	\$ 27,643.50
Pinnacle Landscapes, Inc.	100499	15591	Install Hedge 08/23	\$ 3,912.00
Pinnacle Landscapes, Inc.	100492	15600	Irrigation Repairs 09/23	\$ 941.50

Paseo Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pinnacle Landscapes, Inc.	100504	15616	Disposal of Trees 10/23	\$ 300.00
Rizzetta & Company, Inc.	100474	INV0000084035	Assessment Roll Preparation FY 23/24	\$ 5,624.00
Rizzetta & Company, Inc.	100475	INV0000084133	District Management Fees 10/23	\$ 12,094.17
Rizzetta & Company, Inc.	100477	INV0000084248	Personnel Reimbursement 09/29/23	\$ 1,957.69
Rizzetta & Company, Inc.	100483	INV0000084268	Cell Phone & Mileage 09/23	\$ 161.35
Rizzetta & Company, Inc.	100494	INV0000084336	Amenity Management & Oversight & Personnel Reimbursement 10/13/23	\$ 3,522.58
Rizzetta & Company, Inc.	100503	INV0000084889	Personnel Reimbursement 10/27/23	\$ 2,426.84
Sharon E. Schulman	20231002-2	SS092723 ACH	Board of Supervisors Meeting 09/27/23	\$ 200.00
Solitude Lake Management, LLC	100500	PSI017022	Lake & Pond Maintenance Services 10/23	\$ 2,367.87
Spectrum Nightscapes, LLC	100484	32	Entry Lighting Project Deposit 10/23	\$ 14,800.62
Steven A. Brown-Cestero	20231002-5	SB092723 ACH	Board of Supervisors Meeting 09/27/23	\$ 200.00
Suntech Electrical Contractors, Inc.	100505	5484-86	Lighting Repair 10/23	\$ 230.00

Paseo Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Suntech Electrical Contractors, Inc.	100505	5484-87	Lighting Repair 10/23	\$ 420.00
Superior Waterway Services, Inc.	100478	88919	Fountain Repair 07/23	\$ 16,094.70
TEM Systems, Inc.	100485	i1821	Software Subscription Renewal 10/23	\$ 4,725.00
TEM Systems, Inc.	100501	i2308	Paper Rolls 10/23	\$ 1,065.00
Tower Compactor Rentals, LLC	100476	RENTAL-23-19222	Trash Compactor 10/23	\$ 333.90
Tropex	100481	210084	Holiday Decoration Deposit 10/23	\$ 2,066.66
Weiser Security Services, Inc	100482	1131175	Guard Weekly Billing 09/15/23-09/21/23	\$ 2,397.44
Weiser Security Services, Inc	100502	1132026	Guard Weekly Billing 09/22/23-09/28/23	\$ 2,387.36
Weiser Security Services, Inc	100502	1134766	Guard Weekly Billing 09/29/23-10/05/23	\$ 2,408.91
Weiser Security Services, Inc	100502	1134884	Guard Weekly Billing 10/06/23-10/12/23	<u>\$ 2,386.32</u>
Report Total				<u>\$ 183,823.72</u>

PASEO COMMUNITY DEVELOPMENT DISTRICT

District Office · Ft. Myers, Florida · (239) 936-0913
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.paseocdd.org

Operation and Maintenance Expenditures November 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2023 through November 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$120,267.26**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Paseo Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ameri-Scape of SW Florida, Inc.	100529	102623 AmeriScape	Mulch Installation 10/23	\$ 331.25
Barraco and Associates, Inc.	100515	26776	Engineering Services 10/23	\$ 4,886.25
CenturyLink	20231107-1	311416420 10/23 ACH	Telephone Service 10/23	\$ 555.78
City of Fort Myers	100513	1-015317-00 10/23	Compactor 11604 Paseo Grande Blvd 10/23	\$ 4,412.03
CNB Mechanical Inc	100535	608	A/C Preventative Maintenance 11/23	\$ 250.00
CNB Mechanical Inc	100535	610	A/C Repairs 11/23	\$ 250.00
Crystal Clean Inc.	100530	N6498	Cleaning Services 11/23	\$ 916.00
David W Cabell	20231102-5	DC102523 ACH	Board of Supervisors Meeting 10/25/23	\$ 200.00
Debra Johnson	20231102-3	DJ102523 ACH	Board of Supervisors Meeting 10/25/23	\$ 200.00
Florida Department of Commerce	100521	88818	Special District Fee FY23-24	\$ 175.00
Florida Power & Light Company	100514	FPL Summary 10/23 300	FPL Summary 10/23	\$ 13,114.88
Florida Power & Light Company	100522	28467-91263 10/23	11170 Paseo Dr. #SL 10/23	\$ 49.86

Paseo Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Power & Light Company	100522	76250-95372 10/23	11047 Esteban Dr. #FNTN 10/23	\$ 653.15
Gannett Florida LocaliQ	100531	0005987461	Legal Advertising Acct# 42414 10/23	\$ 453.54
Hands Free Security, LLC	100507	13700684	Exit Gate Service Call 10/23	\$ 1,340.00
Hotwire Communications, LTD	100523	30210660 11/23	Internet 11/23	\$ 233.44
Ian Y Noy	20231102-4	IN102523 ACH	Board of Supervisors Meeting 10/25/23	\$ 200.00
Lee County Property Appraiser	100524	011537	2023 Non Ad Valorem Roll	\$ 1,146.00
M.R.I. Underwater Specialists, Inc.	100508	4248	Remove Sand and Debris 10/23	\$ 3,150.00
Persson, Cohen & Mooney, P.A.	100525	4319	Legal Services 10/23	\$ 3,556.73
Pinnacle Landscapes, Inc.	100517	15642	General Monthly Maintenance 10/23	\$ 25,643.50
Pinnacle Landscapes, Inc.	100517	15660	Remove & Install Plants 09/23	\$ 2,590.00
Pinnacle Landscapes, Inc.	100517	15678	Irrigation Repairs 10/23	\$ 658.00
Pinnacle Landscapes, Inc.	100517	15679	Sod Repairs - Penzance, 10/23	\$ 150.00

Paseo Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pinnacle Landscapes, Inc.	100536	15743	Disposal of Trees 11/23	\$ 1,200.00
Pinnacle Pest Management Services, Inc.	100518	7877	Pest Control 10/23	\$ 67.41
Pinnacle Pest Management Services, Inc.	100537	7975	Pest Control 11/23	\$ 72.00
Provencia at Paseo	100509	10122023	Reimbursement for Hog Trapping 10/23	\$ 340.00
Provencia at Paseo	100526	110623 Provencia	Reimbursement for Hog Trapping 11/23	\$ 340.00
Rizzetta & Company, Inc.	100506	INV0000084926	District Management Fees 11/23	\$ 12,094.17
Rizzetta & Company, Inc.	100512	INV0000085038	Out of Pocket Expenses 10/23	\$ 65.72
Rizzetta & Company, Inc.	100520	INV0000085065	Personnel Reimbursement 11/10/23	\$ 3,762.94
Rizzetta & Company, Inc.	100533	INV0000085694	Personnel Reimbursement 11/23	\$ 2,475.00
Sharon E. Schulman	20231102-1	SS102523 ACH	Board of Supervisors Meeting 10/25/23	\$ 200.00
Solitude Lake Management, LLC	100538	PSI022076	Trimming #3, 4 & 7 10/23	\$ 3,950.00
Solitude Lake Management, LLC	100538	PSI026109	Lake & Pond Maintenance Services 11/23	\$ 2,367.87

Paseo Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Spectrum Nightscapes, LLC	100519	38	Lighting Project - Final 10/23	\$ 14,800.63
Steven A. Brown-Cestero	20231102-2	SB102523 ACH	Board of Supervisors Meeting 10/25/23	\$ 200.00
Superior Waterway Services, Inc.	100527	90598	Quarterly Fountain Maintenance 11/23	\$ 2,625.00
Tim Amann Pressure Cleaning	100510	101923 Amann	Pressure Cleaning 10/23	\$ 50.00
Tropex	100532	210085	Holiday Decoration Final 11/23	\$ 1,033.34
Weiser Security Services, Inc	100511	1135862	Guard Weekly Billing 10/13/23- 10/19/23	\$ 2,370.00
Weiser Security Services, Inc	100528	1136744	Guard Weekly Billing 10/20/23 - 10/26/23	\$ 2,342.54
Weiser Security Services, Inc	100528	1137722	Guard Weekly Billing 10/27/23- 11/02/23	\$ 2,386.32
Weiser Security Services, Inc	100534	1139660	Guard Weekly Billing 11/03/23- 11/09/23	\$ <u>2,408.91</u>
Report Total				\$ <u>120,267.26</u>

PASEO COMMUNITY DEVELOPMENT DISTRICT

District Office · Ft. Myers, Florida · (239) 936-0913
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.paseocdd.org

Operation and Maintenance Expenditures December 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2023 through December 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$122,661.77**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Paseo Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
ADA Site Compliance, LLC	100549	3056	Technological Auditing & Compliance 12/23	\$ 1,299.00
Ameri-Scape of SW Florida, Inc.	100561	58403	Mulch Installation 10/23	\$ 887.50
Ameri-Scape of SW Florida, Inc.	100565	58572	Tree Removal 12/23	\$ 1,350.00
Ameri-Scape of SW Florida, Inc.	100565	58574	Tree Removal 12/23	\$ 1,800.00
Barraco and Associates, Inc.	100554	26994	Engineering Services 11/23	\$ 1,892.50
CenturyLink	ACH	311416420 11/23 ACH	Telephone Service 11/23	\$ 548.02
City of Fort Myers	100544	1-015317-00 11/23	Compactor 11604 Paseo Grande Blvd 11/23	\$ 4,484.74
Crystal Clean Inc.	100550	N6570	Cleaning Services 12/23	\$ 916.00
Earth Tech Environmental, LLC	100558	9843	Semiannual Preserve Maintenance 09/23	\$ 9,700.00
Florida Power & Light Company	100545	28467-91263 11/23	11170 Paseo Dr. #SL 11/23	\$ 52.32
Florida Power & Light Company	100545	76250-95372 11/23	11047 Esteban Dr. #FNTN 11/23	\$ 675.73
Florida Power & Light Company	100545	FPL Summary 11/23 300	FPL Summary 11/23	\$ 15,239.01

Paseo Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hands Free Security, LLC	100566	13701205	Entrance Gate Service Call 12/23	\$ 1,740.60
HomeTeam Pest Defense, Inc.	100542	96952760	Rodent Service 11/23	\$ 40.00
HomeTeam Pest Defense, Inc.	100551	97624035	Rodent Service 12/23	\$ 30.00
Hotwire Communications, LTD	100559	30210660 12/23	Cable Services 12/23	\$ 229.99
Johnson Engineering, Inc.	100546	20097877-023-13	WUP Compliance Monitoring Svcs 11/23	\$ 66.00
Persson, Cohen & Mooney, P.A.	100555	4452	Professional Services 11/23	\$ 628.00
Pinnacle Landscapes, Inc.	100552	15723	General Monthly Maintenance 11/23	\$ 25,643.50
Pinnacle Landscapes, Inc.	100552	15762	Irrigation Repairs 11/23	\$ 1,824.00
Pinnacle Landscapes, Inc.	100552	15763	Zoyia Repair 11/23	\$ 250.00
Pinnacle Landscapes, Inc.	100556	15775	Plant Replacement - Annuals 12/23	\$ 660.00
Provencia at Paseo	100562	12132023	Reimbursement for Hog Trapping 12/23	\$ 340.00
Rizzetta & Company, Inc.	100541	INV0000085729	District Management Fees 12/23	\$ 12,394.17

Paseo Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100548	INV0000085850	Amenity Management & Oversight and Personnel Reimbursement 12/23	\$ 3,768.35
Rizzetta & Company, Inc.	100547	INV0000085870	Cell Phone 11/23	\$ 50.00
Russ Berner Construction, Inc.	100563	9659	Asphalt Install 11/23	\$ 4,500.00
Solitude Lake Management, LLC	100567	PSI031242	Lake & Pond Maintenance Services 12/23	\$ 2,367.87
Suntech Electrical Contractors, Inc.	100543	5484-89	Lighting Repair 11/23	\$ 2,815.00
Superior Waterway Services, Inc.	100564	91117	Fountain - New Motor 10/23	\$ 4,742.53
Superior Waterway Services, Inc.	100560	91695	Fountain Motor & Pump - 50% Deposit 11/23	\$ 11,698.00
Tower Compactor Rentals, LLC	100539	RENTAL-23-23731	Trash Compactor 12/23	\$ 333.90
Weiser Security Services, Inc	100540	1139935	Guard Weekly Billing 11/10/23-11/16/23	\$ 2,386.32
Weiser Security Services, Inc	100553	1141046	Guard Weekly Billing 11/17/23-11/23/23	\$ 2,536.08
Weiser Security Services, Inc	100557	1141938	Guard Weekly Billing 11/24/23-11/30/23	\$ 2,386.32
Weiser Security Services, Inc	100568	1142880	Guard Weekly Billing 12/01/23-12/07/23	\$ <u>2,386.32</u>
Report Total				\$ <u>122,661.77</u>

Tab 15



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** February 28, 2024
- **FY 2022-2023 Audit Completion Deadline:** June 2024
- **Next Election (Seats 3,4, and 5):** November 5, 2024

**District
Manager's
Report**

January 16

2024

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<u>FINANCIAL SUMMARY</u>		<u>12/31/2023</u>
General Fund Cash & Investment Balance		\$2,240,658
Reserve Fund Investment Balance		\$487,336
Debt Service Fund Investment Balance		\$1,052,119
Total Cash and Investment Balances		\$3,780,113
General Fund Expense Variance:	\$106,689	Under Budget



Rizzetta & Company

Fund Transfer Recommendation: We have reviewed the financial statements for the month of October. During the prior meeting DM informed the Board that she would be making a recommendation for funds to be transferred from the general fund to the reserve account. DM is recommending that the Board transfer the amount of \$ 300,000.00 into the reserve account. DM will provide an explanation at the meeting.

Kiosk Move: Proposals from TEM and Suntech have been executed. TEM is pending scheduling. The Kiosk will be down for at least a day so coverage will be added for the evening shift with Weiser.